



DEPARTMENT OF FINANCE
Terrebonne Parish Consolidated Government

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

tpcg.org
PHONE **985-868-5050**

Invitation to Bidders

Electronic bids will be received on **June 20, 2025** by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division submitted through Central Auction House (CAH). Bid submittals will be accepted until 2:00 P.M. CST at which time bids will be retrieved from the CAH site and read aloud in the TPCG Purchasing Division Conference Room at 301 Plant Road Houma, LA 70363.

Bid documents are posted on <http://www.centralauctionhouse.com/rfp.php?cid=65>. To view, download, receive bid notices by e-mail and submit a bid, you must register with CAH. For information about the electronic submittal process and registration fees, contact Bobby Callender with CAH at 225-810-4814.

Bid 25-WHSE-22 Purchase of New/Unused Creosote Poles

Specifications and bid documents are on file at the TPCG Purchasing Division, 301 Plant Road Houma, LA 70363 and posted on the Terrebonne Parish web site at http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. Documents may be obtained for review by prospective bidders in the aforementioned manner; however, vendors/contractors must submit their bids electronically through CAH.

Please contact Chantel Comardelle, Warehouse Supervisor, at 985-873-6768 with regard to the specifications or Gina Bergeron, Procurement Specialist III at 985-580-7272 with regard to any clarifications or information about bid submittal requirements.

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

____/s/ Jason W. Bergeron

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Publish: June 4th & June 11th, 2025

To Courier: May 30, 2025:

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid 25-WHSE-22 Purchase of New/Unused Creosote Poles

Please Read Carefully

GENERAL: The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids for creosote poles to be delivered to the TPCG Warehouse Division located at 301 Plant Road, Houma, Louisiana 70363.

COPIES OF BIDDING DOCUMENTS: A single complete set of Bidding Documents may be obtained as set forth in the Invitation to Bidders.

Complete sets of Bidding Documents shall be used in preparing Bids; Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

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

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III at 985-580-7272 or via email at gbergeron@tpcg.org of any ambiguity, inconsistency, or error that may be discovered upon examination of the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request to Gina Bergeron, Procurement Specialist III at the aforementioned email address.

All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of Gina Bergeron, Procurement Specialist III, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum and posted to the CAH site. Interpretations, clarifications, corrections or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. **Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid non-responsive.**

SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR EQUAL" ITEMS: Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Whenever materials or equipment are specified or described in the Bidding Documents by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the item desired and to convey and establish the general style, type, character and quality of material , equipment or product desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and that equivalent products may be acceptable.

Bidder must specify the brand and model number of the product offered in his / her bid. Bids not specifying brand and model numbers shall be considered as offering the exact products specified in the solicitation.

PREPARATION AND SUBMISSION OF BIDS: Bids shall be electronically submitted to the CAH site by the time indicated in the Invitation to Bidders.

Bid pricing and product model/stock/part numbers shall be inserted in the proper fields provided on the CAH site. All accompanying documents must be uploaded to the site by the bid opening time and date herein.

The following items are to be uploaded as an attachment with each bid:

- Completed Official Bid Form Section “A”
- Official Bid Form Section “B” with delivery times inserted
- Signature Authorization - ***(Required by All Bidders)*** - **Written evidence of the person signing the bid shall be provided at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:**

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

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

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

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

MODIFICATION AND WITHDRAWAL OF BIDS: Modifications to bids, through bidder’s CAH account, can be made until the date and time of the bid opening. The Bidder must contact CAH for instructions for the withdrawal of a bid in its entirety prior to the time of the scheduled bid opening. Withdrawal of a Bid will not prejudice the rights of a Bidder

to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

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

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

A bidder may alter or correct an entry on the bid form Section "A" by crossing out the entry, and initialing on the line of change. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid as non-responsive.

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

Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

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

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

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

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

PRICES: Unless otherwise specified by TPCG in the solicitation, bid prices must be complete including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 45 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. **Item line number 6 allows for shipping cost to be included in this bid.**

CONTRACT TERM: N/A

DELIVERY: TPCG desires delivery at the earliest possible date. It is imperative that the material is delivered within the time frame stipulated in the column labeled “Delivery Time” on Section “B” of the official bid form. A delivery time **MUST** be inserted next to **EACH** applicable item.

NEW PRODUCTS: Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in the solicitation. The manufacturer’s standard warranty will apply unless otherwise specified in the solicitation.

TECHNICAL INFORMATION: Literature and/or specifications providing complete technical information as required to certify that the product offered in the proposal is fully compliant with specifications herein **must be submitted upon request**; if requested, literature and/or specifications shall be submitted within seven (7) days. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer’s published specifications submitted for a product shall be verifiable by the manufacturer.

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

VENDOR REGISTRATION: The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at <https://secure.tpcg.org/vendor/> . This tool is part of our efforts to make it easier for you to do business with the Parish, as well as provide you with better business opportunities.

If you have already taken actions to complete this requirement, you do not have to complete this process again. However, if you have not already registered online as a vendor you will need to do so within ten (10) days’ notice of award of this bid.

SAFETY DATA SHEETS: All applicable chemicals, herbicides, pesticides, and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

NO GUARANTEE OF QUANTITIES: The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated in the bid. The TPCG does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

CERTIFICATE OF INSURANCE: The successful bidder is required to submit an insurance certificate returned within ten (10) days from the date of the Notice of Award of the bid. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met before a purchase order is issued. (Insurance requirements are set forth in “Terrebonne Parish Government’s Insurance Requirements”, attached hereto.) Failure of the

successful bidder to comply with this requirement may result in the bid being declared non-responsive and cause for rejection.

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

SPECIAL ACCOMMODATION: Any “qualified individual with a disability” as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of the need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

COMPLIANCE WITH CIVIL RIGHTS: 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.

DISADVANTAGED BUSINESS ENTERPRISES: To the extent this contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, as may be amended, Contractor is required to comply with said regulations. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract, where applicable. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph, as required under 49 CFR 26.13(b). Regardless of whether these regulations apply, Contractor is encouraged to utilize those disadvantaged business enterprises, a database of which can be searched at this link <http://www8.dotd.la.gov/UCP/UCPSearch.aspx>.

CONTRACT CANCELLATION: The TPCG has the right to cancel any contract for cause, including by not limited to, the following: failure to deliver within the time specified in the contract; failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the contractor; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPCG; conflict of contract provisions with constitutional or statutory provisions of state or federal law; any other breach of contract.

TERMINATION OF 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, including, but not limited to Contractor’s failure to meet response times as directed by the TPCG or by this contract, provided that TPCG give the Contractor written notice specifying Contractor’s failure. If within fifteen (15) days after receipt of such notice, Contractor has not corrected such failure, or, in the case of failure which cannot be corrected within fifteen (15) days, Contractor has not begun in good faith to correct such

failure and proceed diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default, and this 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.

TERMINATION OF THE CONTRACT FOR CONVENIENCE: The TPCG may terminate the contract, without cause, at any time, by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any provision 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.

NON-COLLUSION AFFIDAVIT- In accordance with La. R.S. 38:2224, successful bidders must submit a fully executed Non-Collusion Affidavit within ten (10) days of receipt of Notice of Award.

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.

DEFAULT OF VENDOR: A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein, within the corresponding contract times.

Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent bid from the defaulting Vendor will be considered.

CLAIMS OR CONTROVERSIES/VENUE: The Parties agree that any suit arising from the Services or this Contract shall be filed in the 32nd Judicial District Court, Terrebonne Parish, LA, and the parties agree that the 32nd Judicial District Court, Terrebonne Parish, LA is the appropriate venue for any such suit.

RECORD RETENTION: All records, reports, documents, or other material related to any contract resulting from this Bid 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.

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.

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

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

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

ENERGY CONSERVATION: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL WATER POLLUTION CONTROL ACT: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

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

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.

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

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

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

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

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

WORK STANDARDS: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)

DHS SEAL, LOGO, AND FLAGS: The Contractors shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

INVENTIONS: Contractor shall comply with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

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

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PURCHASE ORDER: The successful bidder will be issued a purchase order for each applicable purchase when the bid has been awarded. The vendor must have submitted all required documents within the time specified and the company's insurance certificate must be approved by the TPCG Risk Management Department.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices to Chantel Comardelle, Warehouse Supervisor, at 301 Plant Road Houma, Louisiana 70363 or email at ccomardelle@tpcg.org . The invoice(s) total shall not exceed the purchase order amount. Invoices must include the purchase order number and the name, address, and phone number of the vendor / contractor. No items other than those included in the bid shall be billed; and unit prices shall prevail.

Payment is to be made within thirty (30) days after receipt of properly executed invoice or delivery, whichever is later.

TAXES: Vendor is responsible for including all applicable taxes in the bid price. TPCG is exempt from all state and local sales and use taxes.

Special Instructions:

- Unit price bid should not exceed two (2) digits to the right of the decimal point. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.
- Vendors are encouraged to bid in correct unit of measures shown to be considered for award. Bids submitted in any other unit of measure may not be considered.
- When entering prices into the fields provided on CAH, do not use the dollar sign or commas.

**OFFICIAL BID FORM
SECTION "A"**

Bid 25-WHSE-22 Purchase of New/Unused Creosote Poles

It is the intent of the TPCG to award the bid to the lowest responsive and responsible bidder for all items combined

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the creosote poles all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated June 2025

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

NAME OF AUTHORIZED SIGNATORY BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER *(Printed or Typed)* _____

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

DATE: _____

***Signature Authorization. (Required by All Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

OFFICIAL BID FORM SECTION "B"

(Must be completed and uploaded as an attachment with bid)

The following item listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

Phone: 225-810-4814

<http://www.centrauctionhouse.com/rfp.php?cid=65>

Company Name: _____

Item No.	Quantity	Unit of Measure	Item Description	Delivery Times Inserted
1	30	each	Pole 40ft Class 3 Creosote, CCA, CCA brown emulsified oil treatment (ET) or equal	
2	30	each	Pole 45ft Class 3 Creosote, CCA, CCA brown emulsified oil treatment (ET) or equal	
3	40	each	Pole 50ft Class 3 Creosote, CCA, CCA brown emulsified oil treatment (ET) or equal	
4	30	each	Pole 55ft Class 3 Creosote, CCA, CCA brown emulsified oil treatment (ET) or equal	
5	30	each	Pole 30ft Class 6 Creosote, CCA, CCA brown emulsified oil treatment (ET) or equal	
6	1	each	TOTAL SHIPPING COST FOR ALL POLES ON BID	N/A

SPEPCIFICATIONS:

- See diagram included hereafter
- All poles shall be 12# Retention
- The awarded Bidder shall be responsible for off loading poles; boom truck required.

Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)
(to be turned in within ten (10) days from receipt of Notice of Award)

STATE OF LOUISIANA

PROJECT NAME: Bid 25-WHSE-22 Creosote Poles

PARISH OF TERREBONNE

LOCATION: 301 Plant Road Houma, LA 70360

AFFIDAVIT

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

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

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

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

WITNESS

CONTRACTOR/VENDOR

WITNESS

NOTARY PUBLIC

	<p>Through-bolt holes must be parallel and in the same plane.</p> <p>Note: Drill 1 1/16" diameter.</p> <p>Caution: Gases are to be flat with plane of right angles to bolt hole.</p> <p>Vertical bolt hole must be at 90° angle with through-bolt holes.</p> <p>All poles treated 5.6-length must be bared, coated and galvanized before treatment, that class 7 and smaller poles need not be galvanized unless requested by purchaser. Poles may be flat or at a 15° angle at the producer's option.</p>	
	<p>**** NOTE: ****</p> <p>Bottom of brand or center of matchstick shall be 10"± from pole butt; 14"± mark for poles 55' and longer.</p> <p>Brand with "TPCG".</p> <p>Manufacturer's mark and date of treatment, (month and year).</p> <p>Brand with proper length and class.</p> <p>Brand with species, preservative code and retention.</p>	
<p>TERREBONNE PARISH CONSOLIDATED GOVERNMENT</p>	<p>STANDARD DISTRIBUTION POLE DRILLING GUIDE</p>	<p><i>APC</i></p> <p>DATE: 5-3-2000</p> <p>STANDARD NUMBER DG-1</p>

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOODS AND SERVICES VENDORS
CONTRACT INSURANCE SPECIFICATIONS
(To be submitted within ten (10) days after receipt of Notice of Award)**

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

I. INSURANCE REQUIREMENTS:

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

A. GENERAL:

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

B. INSURANCE:

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

1. WORKERS COMPENSATION:

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

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- c. Waiver of Transfer of Rights of Recovery Against Others to in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

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

3. AUTO LIABILITY:

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

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

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

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

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG. TPCG reserves the right to mandate cessation of all work or provision of goods or services until the receipt of acceptable replacement insurance.

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

INDEMNIFICATION AGREEMENT
(to be turned in within ten (10) days from receipt of Notice of Award)

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

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

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

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

Accepted By: _____
Company Name

Authorized Signature

Title

Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Bid: Purchase of New/ Unused Creosote Poles

ATTESTATIONS AFFIDAVIT

(To be submitted within 10 days from receipt of "Notice of Award")

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

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1_ |
| (b) Identity Theft (R.S. 14:67.16)----- | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record (R.S.14:67.20)----- | (h) Contractors; misapplication of payments (R.S. 14:202)(|
| (d) False accounting (R.S. 14:70)----- | (i) Malfeasance in office (R.S 14:1324) |
| (e) Issuing worthless checks (R.S. 14:71) | |

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

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

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)

X: _____

Name: _____

Title: _____

Company Name: _____

WITNESSES:

Sworn to and subscribed before me this _____ day of _____ 202____.

Notary Public

Bidder's Check List

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

1. Attachment(s) to be uploaded to Central Auction House at time of bidding:

- ☐ Official Bid Form Section "A" completely filled out
- ☐ Official Bid Form Section "B" delivery times inserted

2. Other documentation that must be uploaded at time of bidding:

- ☐ *Signature Authorization: *(Required by All Bidders)* Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)
 - Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
 - The documentation provided must be signed by a member of the company with authority as outlined on pages 3 and 4 of this document.
 - Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

3. Additional Requirements (must be submitted within (10) days after receipt of Notice of Award)

- ☐ Indemnification Agreement
- ☐ Non-Collusion Affidavit
- ☐ Insurance Certificate
- ☐ Attestations Affidavit

***If you are unclear about the "signature authorization" requirement or any other requirement, please do not hesitate to contact the TPCG Purchasing Division at 985-580-7272.**