



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



INVITATION TO BIDDERS

Electronic bids will be received **June 27, 2022** 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.centrauctionhouse.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 Ted Fleming with CAH at 225-810-4814.

Bid No. 22-RB-27 Purchase of Aggregate Material for Various Departments/Divisions

Specifications and bid documents are on file at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, in Houma, Louisiana 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 Alissa Brown-Smith, Roads and Bridges Superintendent, at 985-873-6734 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/ Gordon E. Dove

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Publish: June 10th & 17th, 2022
To Courier: June 7, 2022

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid No. 22-RB-27 Purchase of Aggregate Material for Various Departments/Divisions

Please Read Carefully

GENERAL: The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids from Contractors to provide aggregate material to the TPCG on an as needed basis. The Contractor awarded this bid shall be required to furnish the material as per specifications herein.

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 products listed 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.centraauctionhouse.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.**

LIQUIDATED DAMAGES: By submission of bid, Bidder unequivocally accepts the liquidated damages provisions set out herein and specified in the event of failure, neglect or refusal to complete the work, any designated part of the work, or provide the equipment/materials within the corresponding contract times.

By submission of the bid, the Bidder agrees that for each calendar day beyond the specified delivery date set forth that the material, work, and/or equipment has not been delivered, the Owner may retain from the total amount of the contract price, as liquidated damages the following sums: Two Hundred Dollars (\$200.00) per calendar day.

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 to the CAH site with bid submittal:

- Completed Official Bid Form Section "A"
- 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.

CONTRACT TERMS: The term of this agreement shall be effective from the date of the Notice of Award for a period of twelve (12) months. Subject to the availability of funds appropriated, the contract may be extended at TPCG's option, for two (2) additional one (1) year terms in accordance with the terms, conditions, prices and specifications

contained in the bid. Such extension may be granted if Contractor has adequately performed the contract during the initial term.

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.

DELIVERY: Not Applicable

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.

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, samples 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 from receipt of a Notice of Award.

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.

TERMINATION OF CONTRACT FOR CAUSE: The TPCG has the right to cancel any contract for cause by execution of a written notice prior to the end of the contractual period indicated for infractions including but not limited to the following: failure to deliver within the time specified; failure to meet specifications herein, failure to conform to

sample quality, pricing excessively high or out of line with other Contractors, misrepresentation by the contractor, fraud, collusion, conspiracy, unlawful means of obtaining the contract, conflict constitutional or statutory provisions of state or federal law and any other breach of contract. The Contractor shall be entitled to payment for deliverable in progress to the extent that work has been performed satisfactorily.

TERMINATION FOR CONVENIENCE: The TPCG shall have the right to terminate the contract without cause and at its convenience, with no notice to contractor.

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.

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.

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

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.

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.

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.

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 from receipt of a 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.

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.

AFFIRMATIVE ACTION: Contractor agrees, if subcontractors are to be let, to take affirmative steps to include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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.

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.

Contractors must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

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.

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.

PURCHASE ORDER: When applicable, the successful bidder will be issued a purchase order 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 for completed work and/ or materials received to the acquiring TPCG Department/Division Post Office Box 2768, Houma, Louisiana 70361. Prices for each line item in

the bid shall include all direct and indirect costs associated with that line item. The invoice total shall not exceed the purchase order amount. Invoices must include the purchase order number, when applicable, 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 dollar amounts into the fields provided on CAH, do not use the dollar sign or commas**

OFFICIAL BID FORM

SECTION "A"

(Must be fully completed and uploaded as an attachment to CAH with submittal of bid)

Bid No. 22-RB-27 Purchase of Aggregate Material for Various Departments/Divisions

Availability of Material: In 30 days from Notice of Award.

This bid will be awarded to the vendor who submits the lowest price on all three items combined. Failure by a bidder to submit a bid on all three items listed shall render the bid as non-responsive.

TPCG reserves the right to increase or decrease quantities, at the unit price stated in the bid.

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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 materials as required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated June 2022

NAME OF BIDDER: Slats Lucas Aggregates

ADDRESS OF BIDDER: 1147 Coteau Rd, Houma LA 70364

NAME OF AUTHORIZED SIGNATORY BIDDER: (Printed or Typed) Steven M. Warren

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER [Signature]

TITLE OF AUTHORIZED SIGNATORY BIDDER: Manager

DATE: 6/29/22

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)

Address and phone number of plant site where aggregate material is located for pick-up:

1147 Coteau Rd

Houma LA 70364

504-452-4325

"D"

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM, INSURANCE REQUIREMENTS FOR VENDORS
(WITH GENERAL LIABILITY EXPOSURE ONLY)
(must be submitted within (10) days from receipt of notice of award)**

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence form CG001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".**

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability

- a. TPCG, its officers, officials, employees, boards and Commissions and volunteers are to be added as **"additional insured"** as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used

by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit if brought, except with respect to the limits of the insurer's liability.

2. All Coverage's

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

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI.

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

STATE OF LOUISIANA

PROJECT NAME: Bid 22-RB-27

PARISH OF TERREBONNE

LOCATION: N/A (pickup)

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Steven M Warren representing Slate Lucas Associates, LLC 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 24 day of June, 2022 at Gulfport, ^{MS}Louisiana.

WITNESS

[Signature]

CONTRACTOR/VENDOR

WITNESS

[Signature]

NOTARY PUBLIC



INDEMNIFICATION AGREEMENT

(must be submitted within (10) days from receipt of notice of award)

Slats Lucas Aggregates, LLC 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: Slats Lucas Aggregates
Company Name
[Signature]
Authorized Signature
Manager
Title
6/24/22
Date Accepted

Is Insurance Certificate Attached? NO

Purpose of Contract: Purchase of Aggregate Material for Various Departments/Divisions

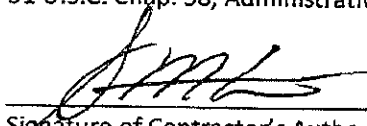
CERTIFICATION REGARDING LOBBYING
(to be submitted within 10 days from receipt of "Notice of Award")

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

Steven M Warren, Manager
Name and Title of Contractor's Authorized Official

6/24/22
Date

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

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

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

Steven M Warren
(name)

who after being first duly sworn, deposed and said that:

1. I am the Manager of Slat's Lucas Aggregates, LLC
(title) (company)

2. I swear that Slat's Lucas Aggregates, LLC
(company) 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.

3. I verify that if Slat's Lucas Aggregates, LLC
(company) is awarded the contract, it 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.

4. I acknowledge that Slat's Lucas Aggregates, LLC
(company) shall require all subcontractors to

Submit to Slat's Lucas Aggregates, LLC
(company) a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
the Affidavit.

Name: [Signature]

Title: Manager

Company: Slat's Lucas Aggregates, LLC

Sworn to and subscribed before me at Gulfport, MS.
on this 24 day of June 2022.

[Signature]
NOTARY PUBLIC



The listing below is for review/reference ONLY. All bids must be submitted via Central Auction House

Phone 225-810-4814 or Visit <http://www.centrauctionhouse.com/rfp.php?cid=65>

SPECIFICATIONS

ITEM	Item Description	Estimated Quantities
1	# 610 Gradation – F.O.B. Plant. State Location. Must conform to latest edition of Louisiana Standard Specifications for Roads and Bridges, Section 1003.	3000 tons \$38.50/ Ton
2	# 1/4 x 0 Gradation – F.O.B. Plant. State Location. Must conform to latest edition of Louisiana Standard Specifications for Roads and Bridges, Section 1003.	550 tons \$45.00/ Ton
3	# 57 Gradation – F.O.B. Plant. State Location. Must conform to latest edition of Louisiana Standard Specifications for Roads and Bridges, Section 1003.	500 tons \$40.50/ Ton

Plant site must be located within geographical boundaries of Terrebonne Parish

LOAD TICKETS SHOULD INCLUDE THE FOLLOWING INFORMATION TO ENSURE TIMELY PAYMENT:

- THE NAME OF THE DEPARTMENT/DIVISION/AGENCY OR TPCG HIRED CONTRACTOR PICKING UP LOAD(S)
- A SIGNATURE OF THE PERSON PICKING UP LOAD
- THE PRINTED NAME OF THE PERSON PICKING UP LOAD
- TPCG VEHICLE UNIT NUMBER PICKING UP LOAD (NOTE: IF NOT A TPCG VEHICLE, USE UNIT NUMBER OF COMPANY/AGENCY PICKING UP LOAD)
- JOB/PROJECT IDENTIFICATION (IF APPLICABLE)
- BID NUMBER
- PURCHASE ORDER NUMBER (IF APPLICABLE)

PLEASE NOTE:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT RESERVES THE RIGHT TO CHECK AND MEASURE LOAD QUANTITIES AND REQUEST ADJUSTMENTS IF MEASURED QUANTITIES ARE NOT IN CONFORMANCE WITH SPECIFICATIONS OF LOAD TICKETS.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT RESERVES THE RIGHT TO GO TO THE NEXT LOWEST BIDDER IN THE EVENT THAT LOGISTICS OF THE WORK SITE PRECLUDE TRANSPORT OF MATERIALS FROM THE LOW BIDDER'S PLANT SITE.

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

2. Other documentation to be uploaded at time of bidding (Required Be ALL bidders):

- ☒ *Signature Authorization: (Required Be 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 page three (3) 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 from receipt of Notice of Award)

- ☐ Indemnification Agreement
- ☐ Non-Collusion Affidavit
- ☐ Insurance Certificate
- ☐ Certification Regarding Lobbying
- ☐ Affidavit Verification of Citizenship

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



ASPHALT CONTRACTORS & MINING

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 – FAX (228)896-8155

Corporate Resolution 20220624-01

At the meeting of Directors of Warren Paving, Inc., duly noticed and held on June 24, 2022 at 1:00pm, quorum being there present, on motion duly made and seconded, it was resolved by Warren Paving, Inc., as the sole member of Slats Lucas Aggregates, LLC, that Steven Warren's appointment as Manager of Slats Lucas Aggregates, LLC is affirmed and extended, and that without limiting the general authority already delegated to Steven Warren as Manager, the acts taken or to be taken by Steven Warren in response to Terrebone Parish Consolidated Government's Invitation to Bidders for Bid No. 22-RB-27 Purchase of Rip Rap are specifically authorized and ratified.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of said corporation, and that the same has not revoked or rescinded.

SECRETARY

6-24-22

DATE

BOARD RESOLUTION NO. 20220624-01

AFFIRMING AUTHORITY OF STEVEN WARREN AS MANAGER OF
SLATS LUCAS AGGREGATES, LLC AND SPECIFICALLY APPROVING
AND RATIFYING ALL ACTIONS TAKEN BY HIM WITH RESPECT TO BID
NO. 22-RB-27 OF THE TERREBONNE PARISH GOVERNMENT FOR THE
PURCHASE OF AGGREGATE MATERIAL FOR VARIOUS
DEPARTMENTS/DIVISIONS

WHEREAS, Warren Paving, Inc. ("Warren Paving") owns one hundred percent (100%) and is the sole member of its subsidiary Slat Lucas Aggregates, LLC, a Louisiana limited liability company ("Slat Lucas Louisiana");

WHEREAS, the operating agreement of Slat Lucas Louisiana vests management authority with Warren Paving;

WHEREAS, Warren Paving has designated Steven Warren to act on behalf of Warren Paving as Manager of Slat Lucas Louisiana, with full authority to act on behalf of and bind Slat Lucas Louisiana;

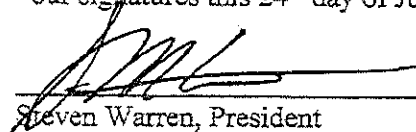
WHEREAS, the Terrebonne Parish Consolidated Government issued an invitation to bidders for Bid No. 22-RB-27 Purchase of Aggregate Material for Various Departments/Divisions, to which Slat Lucas Louisiana is submitting a bid;

WHEREAS, in his role as Manager, Steven Warren is authorized to act on behalf of Warren Paving as Manager of Slat Lucas Louisiana to approve any bid submittal or take any other act in response to the Terrebonne Parish Consolidated Government's invitation to bidders;

NOW, THEREFORE, BE IT RESOLVED that Warren Paving, Inc. hereby affirms and extends the appointment of Steven Warren as Manager of Slat Lucas Aggregates, LLC;

BE IT FURTHER RESOLVED, without limiting the authority of Steven Warren as Manager, the acts taken or to be taken by Steven Warren in response to Terrebonne Parish Consolidated Government's invitation to bidders for Bid No. 22-RB-27 are hereby specifically authorized and ratified;

In acceptance and agreement to the foregoing resolution, we have hereunto set our signatures this 24th day of June, 2022.



Steven Warren, President



David McKay, Secretary-Treasurer