

INVITATION TO BIDDERS

Sealed bids will be received on June 12, 2008 by Lafourche Parish Government (LPG) Purchasing Department, at the Lafourche Parish Government Complex, 402 Green St., in Thibodaux, Louisiana until 2:00 P.M. At exactly 2:00 P.M., all bids will be publicly opened and read aloud for the furnishing of item/items listed below in the Thibodaux Government Complex Office. Subsequent to the opening, the bid/bids will be evaluated by the appropriate party/parties and will be presented to the Parish President and Council for either awarding, rejecting, or holding for further advisement and/or evaluation.

BID NO. # Nuisance Abatement 2008 **Annual Service Contract for Nuisance Abatement of Grass Cutting of Vegetation and Debris Removal (2008)**

Specifications and proposal forms are on file at www.lafourchegov.org or the Lafourche Parish Government Complex, Purchasing Department, 402 Green St., in Thibodaux, Louisiana, and may be obtained by prospective bidders at no cost. For administrative inquiries, please contact Tara Leblanc, Purchasing Specialist, at 985-447-8427. For technical inquiries, please contact Jerome Danos, Solid Waste Manager, at 985-537-7603.

The Vendor to whom, the contract is awarded shall within ten (10) days after receiving notice of award, provide a performance bond for the faithful performance of the bid in a sum not less than fifty (50%) percent of the bid price. The bond issued should be, by an insurance company currently licensed to do business in the State of Louisiana and having an A.M. Best rating of "A6" or higher.

Evidence of authority to submit a bid shall be required in accordance with R.S. 38:2212 (A)(1)(c) and/or R.S. 39:1594(C)(4). Contractors desiring to bid shall submit to LPG evidence that they hold a **Louisiana Contractor's License** that is in full force and effect. Failure to do so will result in bid being declared irregular and shall be cause for rejection.

The LOWEST qualified bid will be the one determined to offer the best advantage to the Parish of Lafourche. The Lafourche Parish Government reserves the right to reject any bid for just cause in the best interest of Lafourche Parish.

The envelope shall be marked with the bid number, bid title, name, and address and state license number of the Bidder as set forth in the Invitation to Bidders

/s/ Charlotte Randolph
Charlotte Randolph, PARISH PRESIDENT
LAFOURCHE PARISH GOVERNMENT

ADVERTISE ON: May 29th and June 4th 2008

SECTION I
REQUIREMENTS AND INSTRUCTIONS FOR VENDORS
Please Read Carefully

1. GENERAL CONDITIONS

The contractor awarded this contract shall be available to perform grass cutting and clearing of lots and open land, as required by Lafourche Parish Government. Such work shall include, but is not limited to, cutting and clearing of tall grass or weeds or other vegetation more than twelve (12) inches in height when measured perpendicular from the ground, trash and debris from lots, fences and open land under the authority of the Lafourche Parish Nuisance Abatement Ordinance Number 3605 and any other requirements identified by the Lafourche Parish Government. Although requirements may vary, the Contractor must be prepared to provide all labor and equipment within seven (7) calendar days of notification (issuance of work order), to the job site as directed. Failure to meet this seven (7) days response time is a direct violation of the contract and may, at the discretion of the Lafourche Parish Government, be grounds for terminating the contract. The Owner is designated as the Lafourche Parish Government, Post Office Box 5548, Thibodaux, Louisiana 70301.

2. PHOTOS

A minimum of five (5) color photographs are to be taken prior to starting each job and a minimum of five (5) color photographs are to be taken upon completion of each job. Photographs taken prior to the job and a completion of job are to be taken from the same angles. Cameras used for photographs must imprint date to accurately indicate when the photograph was taken. A minimum of ten (10) photographs allowed per job, unless authorized by supervisor of the representing department. **Photographs must accompany all invoices.**

3. NOTIFICATION OF JOB COMPLETION

Within twenty-four (24) hours of the completion of a work order, the Contractor is to notify the department that the job has been completed. The department will inspect the job within one (1) working day of notification of completion to determine the acceptability of the work prior to authorizing payment.

4. PROPOSAL FORM

Proposals shall be made on the blank forms furnished (Official Bid Forms) with this package. No bidder may withdraw their proposal for forty-five (45) calendar days after the time scheduled from the opening of bids.

Amounts shall be in words and figures, and in case of discrepancy, words shall govern. All signatures shall be in longhand, executed by principal or officer authorized to make contracts. Bidders legal name and address shall be fully stated.

Bids by individuals shall be signed by the person making such proposal or the proposal must have attached thereto a power-of-attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Bids by corporations shall be signed by the legal corporate name thereof. The signature of the president or other authorized officer shall be manually written below the corporate name accompanied by the evidence of authority to sign. **Evidence of authority to sign shall be in the form of a Corporate Resolution, attached to these bid documents, completed with the attesting signature of the secretary of the corporation.** The corporate address and state of incorporation shall be provided.

Bids by partnerships must be signed in the true name of the partnership and the signature of the partner or partners authorized to sign on behalf of the partnership must be written below the partnership name. The official address of the Partnership must also be provided.

5. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope. **The envelope shall be marked with the Project/Bid title, bid number, and the name, address and state license number of the Bidder as set forth in the Invitation to Bidders.** If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**SEALED BID ENVELOPE ENCLOSED**" on the face of it. ELECTRONIC COPY OF THIS BID IS NOT ALLOWED. BIDS MUST BE MAILED (P.O. BOX 5548, THIBODAUX, LA 70301) OR DELIVERED TO LAFOURCHE PARISH GOVERNMENT AT 402 GREEN ST., THIBODAUX, LA 70301.

A bidder may alter or correct an entry on the proposal form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of and initials shall be legibly handwritten with ink or typed.

Any ambiguity arising from entries altered or corrected on the Proposal Form will cause the rejection of said Bid Proposal as non-responsive.

6. BID OPENING

Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. Bids may be examined within seventy-two (72) hours after the bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written tabulations will not be furnished.

7. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to PURCHASING SPECIALIST.

Interpretations, clarifications, or modifications considered necessary by PURCHASING SPECIALIST or SOLID WASTE MANAGER in response to such questions will be issued by Addenda as set forth below.

Bidders shall promptly notify PURCHASING SPECIALIST in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bid Documents. Bidders requiring clarification or interpretation of any of the Bid Documents shall make a written request of the PURCHASING SPECIALIST at Lafourche Parish Government, Purchasing Department at P.O. Box 5548, Thibodaux, LA 70301.

All requests pertaining to questions about the meaning or intent of the Bid Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of the PURCHASING SPECIALIST or SOLID WASTE MANAGER, the ambiguity in the Bid 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 will be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner will not be binding and shall not be relied upon by Bidders. **Addenda will be faxed and mailed by certified mail, return receipt requested, to all prospective Bidders known to have received a complete set of Bid Documents** (at the respective addresses furnished for such purposes). No addenda will be issued later than three (3) working days prior to the date set for opening of Bids.

Prior to submittal of this proposal, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Proposal Documents. Failure by a Bidder to acknowledge receipt of all addenda shall render that Bidder's Bid proposal as non-responsive.

8. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications.

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 below.

Under current Louisiana law, more particularly, R.S. 38:2214(C), 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 LPG 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 of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

If the LPG 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 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 applicable State laws shall supersede this procedure.

9. TIME FOR RECEIVING BIDS

Sealed bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested. Bids may also be delivered by a package or express delivery service or carrier, however, if this form of delivery is utilized, the form of delivery receipt utilized by said carrier or service shall be considered as sufficient written receipt received by the bidder. **ELECTRONIC COPY OF THIS BID IS NOT ALLOWED.**

All bids must reach the Lafourche Parish Government's Purchasing Department at 402 Green St., Thibodaux, La., before 2:00 p.m. on the day of the bid opening.

Bids received prior to the time of opening will be securely kept, unopened. No bid received after the scheduled time for opening will be considered.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or of any express carrier or delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

10. CONTRACT

The successful vendor must within ten (10) days from the award of the bid execute a contract with the Lafourche Parish Government and furnish all affidavits, certificates, performance bond, and proof of insurance as required. **SEE EXHIBIT "C" FOR A SAMPLE CONTRACT.**

11. LENGTH OF CONTRACT

The work to be performed under this contract shall be effective from the date of the notice of award for a period ending December 31, 2008, with the option of being renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions and at the same prices quoted.

12. ACCEPTANCE OF BIDS

The OWNER will make the final decision regarding award of the bid within forty-five (45) days after the opening of bids. Owner reserves the right to reject all bids for just cause.

In the event that a bid is awarded, a formal written notice of award of the bid will be given to the lowest responsible bidder who bid according to the instructions to bidders and specifications. The bidder to whom the bid is awarded shall, within ten (10) days from the date of the notice of such award, furnish any other required certificates, bonds, etc.

In the event that said bidder fails or refuses to furnish the required certificates, bonds, etc., within the said period of ten (10) days from the date of the notice of award of the bid, Owner shall have the right to disqualify said bidder and award the bid to the next lowest bidder who bid according to the instructions to bidders and specifications. In such event, the original low bidder and his bid surety shall be liable to the Owner for the difference between the amount specified in his bid and the amount for which the Owner may otherwise procure the specified material, or the full amount of the bid guaranty, whichever is greater.

13. PERFORMANCE AND PAYMENT BONDS

The Successful Bidder will have ten (10) days to supply Lafourche Parish Government with a Performance Bond and Payment Bond that is 50% of the Contract Price. These bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

All bonds prescribed by the contract documents shall be written by a surety company currently possessing an A.M. Best's rating of no less than A- and currently licensed to do business in the State of Louisiana.

In addition, all insurance prescribed by the contract documents shall be written by an insurance company currently possessing an A.M. Best's rating of no less than A: VI and currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of clauses stated above, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

14. SPECIAL NOTE

To help ensure a quick process in executing the contract, all vendors are strongly urged to have the necessary documents prepared to submit the performance bond prior to the acceptance of his proposal.

15. EXPERIENCE AND QUALIFICATIONS

Experience data will be used to assist in determining the qualifications of the bidder. Vendors who fail to supply the necessary data, or who fail in the opinion of the Owner, to meet the requirements of qualification(s) shall be considered non-responsive and their bid shall be declared irregular.

Bids received that are declared irregular shall be rejected. This data shall be submitted with and/or attached to the bid form. Qualification data turned in after the bid opening will not be accepted.

A. Each vendor shall have the minimum qualifications as follows:

- 1) At least one (1) year experience in grass cutting and cleaning of trash and debris from lots and open land.
- 2) The vendor shall have at least (2) regular employees permanently stationed within fifty (50) miles of the City of Thibodaux.
- 3) The Contractor **shall be a Louisiana Licensed Contractor.**

B. The following information is to be supplied as stated below:

- 1) Number of years experience under present company name.
- 2) A list of equipment owned by the company, including the age of equipment.
- 3) Number of full time employees (do not include anyone with less than three (3) months of service.)
- 4) The location and telephone number of the company's office.

16. SUBCONTRACTORS

Should the Contractor desire to use a Sub-contractor at any time, prior written approval shall be obtained from the Lafourche Parish Government. The Lafourche Parish Government reserves the right to reject any and all Sub-contractors proposed by the Contractor. Sub-contractors shall meet the same insurance requirements as the Contractor.

17. JOB CONTINUITY

In the event it comes necessary for the Contractor to replace his foreman at any time, the incoming and outgoing foremen shall overlap their time by at least two (2) hours, at no additional charge to insure job continuity.

18. DISCHARGE OF EMPLOYEES

Any employee of the Contractor who is stationed at the site of work and should prove to the quarrelsome, dishonest, incompetent, or inexperienced or should not work for the good of the job shall, upon written notice from the Lafourche Parish Government, be removed from the job site by the Contractor and replaced by an employee with the proper qualifications.

19. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons; including employees and property. The safety provisions of applicable laws, including the Occupational Safety and Health Act of 1970 and all building and construction codes, shall be observed.

20. TERMS AND CONDITIONS AGREEMENT

The Purchasing Department of the Lafourche Parish Government requires vendors to register as a vendor of Lafourche Parish Government at 402 Green St., Thibodaux, La.

If you have already received notice of this new procedure and have taken actions to complete this requirement, you do not have to complete this process again; however, if you have not already registered as a vendor you will need to do so within ten days notice of award of this bid. **Failure of the successful bidder to comply with this requirement may result in the bid being declared irregular and cause for rejection.**

21. CERTIFICATE OF INSURANCE

The successful bidder is required to submit an insurance certificate returned within 10 days from the date of the Notice of Award of the bid. All certificates must be approved by the LPG Risk Management Department to ensure that all insurance requirements have been met before a purchase order is issued.

(Insurance requirements are set forth in "Lafourche Parish Government's Insurance Requirements", attached hereto as EXHIBIT "B") Failure of the successful bidder to comply with this requirement may result in the bid being declared irregular and cause for rejection.

22. PAYMENT TO CONTRACTOR

The Contractor must prepare and submit to the Owner an invoice for work completed immediately after the grass is cut. Invoices must contain sufficient backup materials (time sheets, equipment, reports, photographs, etc.) that adequately document the location and type of work done; otherwise the invoice may be rejected. Payments on valid invoices will be made only after the approval from the Director of Coastal, Energy and Environment.

SPECIAL PROVISION

GENERAL- The work to be performed under this bid, furnishing labor and equipment for the cutting of grass and cleaning of trash and debris from the lots and open land, comes under the jurisdiction of the Lafourche Parish Government, by authorizations of the Lafourche Parish Ordinance Number 3605.

EQUIPMENT- The contractor shall provide equipment of sufficient quality to perform work in a timely and safe fashion. The Lafourche Parish Government reserves the right to reject equipment and require replacement of equipment if it feels it is unsuitable. The Owner shall provide the Contractor with an explanation, in writing, of how that determination was made.

UNIT PRICE- The unit price for all equipment shall include all maintenance repairs, fuel, etc. This price will also include an operator.

FAULTY WORK- The contractor must correct all defective work at no cost to the Owner as soon as possible.

PROTECTION OF EXSISTING FACILITIES AND PLANTS- The Contractor shall take all steps necessary to protect and avoid damage to roads, sidewalks, fences, trees, shrubs, etc., during the performance of any work.

1. Contractor shall not perform any work until authorized by the Owner's representative.
2. The Owner's representative will be designated in writing to the successful bidder.

INSPECTION OF SITE- It is anticipated that, in some cases, there may be materials on the site that may prevent the utilization of grass cutting equipment (debris, trash, etc.). It shall be the Contractor's responsibility to inspect the site prior to sending equipment to insure that the site or lot can be cut. If there is something that prevents the cutting of the site with ordinary grass cutting equipment, the Contractor must inform the Owner's representative. No utilization of equipment or employment of labor by the contractor will be paid by the Owner in such situation until and unless the Owner, or its representative, shall have notified the Contractor in writing to proceed to clear the site of said material preventing the utilization of grass-cutting equipment.

SQUARE FOOTAGE- The actual square footage to be cut is exclusive of area covered by house/structure, cement and/or pool, and covers all grass, weeds, and other unhealthy vegetation within designated work are as furnished by lot, square and subdivision with dimensions.

GRASS CUTTING- This work shall include all labor and equipment necessary to mow or cut all grass, weeds, and other vegetation within the designated work area limit. This includes all trimming, the removal of debris, and the cleaning of sidewalk and driveway area necessary to complete job. The said area shall present a neat and acceptable appearance at all times within the time limit of the contract.

Grass, etc., is to cut to a minimum of one (1) inch, but no more than three (3) inches in height. All work is to be done in the manner normally required in good trade, and practice as specified herein.

Periodic inspections shall be made by the Department to determine the acceptability of the work. Should said inspections reveal poor work performance by the contractor, the said contractor, upon notification shall immediately employ all necessary means to restore the area to a neat and acceptable appearance.

DEBRIS REMOVAL

Hand Cleaning- (Vacant) includes removal/disposal of small amounts of trash/debris (to hand carry and load), and any trim work necessary equipment. This includes cleaning of driveway and sidewalk area.

Removal/Disposal of objectionable vegetation and debris- this work shall include all labor and equipment necessary to remove and dispose of unwanted trees, stumps, discarded furniture and appliances, and all other objectionable material from within the limits of the work area. In addition, it shall also include the cleanup of all paper, trash, and other debris considered by the Departments inspector to detract from the desired neat and acceptable appearance of said area. Department should be notified prior to use of dozer or special equipment for the removal of heavy debris. Remuneration of dozer will be for actual time spent being utilized, not down time for (or mobilization/demobilization). Heavy cleaning NOT PERMITTED on weekends.

Heavy Equipment (vacant and/or occupied)- for cleaning and leveling lots which require clearing of underbrush, light trees, (which cannot be cut with heavy duty mowers), and mounds of dirt, broken concrete, etc. that will require use of dozer or track loader.

**OFFICIAL BID FORM
SECTION "A"**

FIRM/BIDDER: _____

TYPE or PRINT

ADDRESS

PHONE

**Annual Service Contract for Nuisance Abatement of Grass Cutting of Vegetation
and Debris Removal**

The undersigned hereby declares and stipulates that his bid is made in good faith without collusion or in connection with any person or persons bidding for the same item(s) and that it is made in pursuance of and subject to all terms and conditions of the bid documents, Requirements and Instructions For Bidders.

The undersigned declares that he has carefully examined the Specifications as prepared by the Lafourche Parish Government and agrees to provide all labor, material, and equipment in accordance with the specifications at the price specified on the Proposal Form.

If written notice of the acceptance of this bid or any item therein is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the date of the opening of the bids, the undersigned agrees that he will enter into a written contract with the Parish and furnish the required certificates, bonds, etc.

.....
State of Incorporation or formation of Partnership: _____

ATTACHMENTS: 1) Power of attorney, or evidence of partnership or corporate authority, as may be required in Requirements and Instructions to Bidders. 2) Experience and Qualification data.

.....
I hereby acknowledge receipt of the following Addenda:

Addendum No.	Date Received	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OFFICIAL BID FORM
SECTION "B"**

FIRM/BIDDER: _____
TYPE or PRINT

ADDRESS PHONE

**Annual Service Contract for Nuisance Abatement of Grass Cutting of Vegetation
and Debris Removal**

The undersigned has carefully examined all Specifications to this bid as prepared by the Lafourche Parish Government and hereby proposes to furnish and deliver the described herein.

LABOR:

Item No.	Hours Est.	Description	Unit Price	Extension
1	200	Labor for trash picking & other duties	_____	_____

Total Extended Price of Labor:

\$ _____

EQUIPMENT:

Item No.	Hours Est.	Description	Unit Price	Extension
1	50	Front end Loader (1/2 cubic yard bucket minimum) or equivalent w/operator	_____	_____
2	300	Tractor w/Bushhog (5' min. width or equivalent) w/ operator	_____	_____
3	50	Dump truck (8 cubic yards minimum w/driver)	_____	_____

Item No.	Hours Est.	Description	Unit Price	Extension
4	100	Riding Lawn Mower (10 H.P. minimum) w/driver	_____	_____
5	50	Push Lawn Mower (3.5 H.P. minimum) w/operator	_____	_____
6	10	D-4 Bull Dozer, or equivalent, w/operator	_____	_____
7	as required	All other tools-no cost		
8	50	Edger or weed-eater w/operator	_____	_____

Total extended price of Items 1-8:

\$ _____
 Numbers _____ Written _____

TOTAL BID AMOUNT (Labor and Equipment):

\$ _____
 Numbers _____ Written _____

*Prices quoted shall be considered firm for a period of forty-five (45) days after the bid opening date.

***Total bid price must not include any sales and use tax amounts. It is understood that all transportation to and from job site is at the Contractor's own expense. The estimated hours listed above are for tabulation purposes only and are not intended as guaranteed amounts.

IN TESTIMONY WHEREOF, the BIDDER has hereunto affixed his legal signature on
this ____ day of _____, 2008.

COMPANY NAME: _____

BY: _____
Signature

Print Name

TITLE: _____

FED. I.D. # : _____

CORPORATE RESOLUTION

BE IT RESOLVED, by the Board of Directors of _____

_____ in a meeting duly assembled that

Name Title

of the Corporation, be, and he/she is hereby authorized, empowered and directed for and on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter for the furnishing of services for the Corporation under such terms, conditions and stipulates, and for such consideration as he/she might deem to the best interest of the Corporation.

I, _____ (Name)
Secretary of _____
do hereby certify that the above and foregoing is a true and correct copy of resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the _____ day of _____, _____ at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE THIS _____ day of

_____, _____, at _____
Month Year Address

Secretary

Name Printed or Typed

LAFOURCHE PARISH GOVERNMENT
INSURANCE REQUIREMENTS

EXHIBIT "B"

1. GENERAL REQUIRMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to Lafourche Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.
- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Lafourche Parish Government as additional insured.
- C. For liabilities and indemnities assumed by Lafourche Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Lafourche Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Lafourche Parish Government shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. Lafourche Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by Lafourche Parish Government. Prior to entering into this agreement, and at the option of the Lafourche Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- I.
 - A. Workers’ Compensation, as required by statute, and Employee’s Liability Insurance, \$1,000,000 limits, covering Contractor’s employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Lafourche Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers’ Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers’ Compensation Act, and/or Maritime Operations coverage, Maritime Employer’s Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
 - B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
 - C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
 - Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage;
 - Pollution liability coverage.
 - D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$10,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft.
 - E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor’s Commercial General Liability or Excess/Umbrella Liability Coverage.
 - F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Lafourche Parish Government.
 - G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Lafourche Parish Government.
 - H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

**SAMPLE CONTRACT
EXHIBIT "C"**

MASTER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 200_ by and between Lafourche Parish Government with the current mailing address of P.O. Drawer 5548, Thibodaux, Louisiana, hereinafter referred to as OWNER and _____ with the current mailing address of _____, hereinafter referred to as CONTRACTOR/VENDOR.

IN CONSIDERATION of the covenants and agreements herein contained, OWNER and CONTRACTOR/VENDOR hereby contract with each other as follows:

1. CONTRACTOR/VENDOR agrees that it will perform all work and provide all services, labor, equipment and materials more particularly set forth and identified in the contract documents for the following: _____
2. The work shall be performed in strict conformity with the contract documents and shall be provided and performed in a perfect and workmanlike manner free of any defects and/or deficiencies and free of all claims for liens.
3. The term of this Agreement shall commence from the date of the notice of award and extend for a period not to exceed _____. Lafourche Parish Government may exercise an option to extend the Agreement for an additional _____, not to extend beyond the term of the current Parish President on date of signing.
4. OWNER shall pay CONTRACTOR/VENDOR for the performance of the work under this Agreement the following: At rates and unit prices set forth in CONTRACTOR/VENDOR'S official bid form, *proposal and/or quote*.
5. CONTRACTOR/VENDOR shall indemnify, defend and hold harmless OWNER against all liabilities for the illness, injury, or death of a person(s), or the loss or damage to the property, equipment, or materials belonging to person(s), who is (are) a member(s) of CONTRACTOR/VENDOR and for the illness, injury or death of person(s) or the loss or damage to the property, equipment or materials belonging to OWNER.
6. This Agreement shall control and govern all activities of CONTRACTOR/VENDOR in connection with the work of employees and/or equipment of CONTRACTOR/VENDOR. This Agreement shall remain in effect until the term expires or Agreement is cancelled by either party giving the other party thirty (30) days written notice to that effect at the respective mailing addresses herein set forth. To protect OWNER against liability in connection with, or resulting from, the carrying out of this contract, CONTRACTOR/VENDOR shall obtain and maintain at all times during the life of this contract, at the expense of CONTRACTOR/VENDOR, with reliable insurance companies, commercial liability and contractual liability insurance with minimum limits as listed in "exhibit A" attached hereto. Said insurance will be endorsed as primary to any other insurance available to CONTRACTOR/VENDOR, cover the contract indemnity undertaking of

CONTRACTOR/VENDOR, name OWNER as additional insured, provide for waiver of subrogation against OWNER and provide for the giving of OWNER thirty (30) days written notice of cancellation. CONTRACTOR/VENDOR shall obtain and maintain at all times during the term of this Agreement at the expense of the CONTRACTOR/VENDOR, with reliable insurance companies, workers' compensation insurance with alternate employer endorsement in favor of OWNER, and waiver of subrogation in favor of OWNER. Should the work be on or near water, CONTRACTOR/VENDOR shall obtain and maintain at all time during the term of this Agreement, at the expense of the CONTRACTOR/VENDOR, U.S. Longshoremen & Harbor Workers' Act coverage, Outer Continental Shelf Act Endorsement, with alternate employer and waiver of subrogation in favor of OWNER, in the minimum limits as per "Exhibit A" attached hereto per accident covering the injury or death to any employee. Prior to the commencement of work/services to be conducted under this Agreement, OWNER shall furnish OWNER with certificates of insurance evidencing the coverages and conditions required by this agreement, and such certificates shall comply with "Exhibit A" of this Agreement. Commencement of work/services without the required certificates of insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by OWNER of any rights to this Agreement.

7. In the event it becomes necessary for OWNER to engage the services of an attorney at law to enforce this Agreement or protect the interest of the OWNER hereunder, CONTRACTOR/VENDOR shall pay reasonable attorney's fees.
8. The terms or conditions of this Agreement or of any of the Agreement or contract documents may not be added to, waived, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative OWNER and by an authorized representative of CONTRACTOR/VENDOR.
9. The failure of OWNER to enforce any of all of the terms or conditions of this Agreement or of any of the contract documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement or any of the contract documents.
10. The contract documents which comprise the contract between OWNER and CONTRACTOR/VENDOR shall consist of the following documents, all of which are made a part of this Agreement as fully as if disclosed and written at length herein:

- A. THE CONTRACT
- B. THE OFFICIAL BID AND ASSOCIATED DOCUMENTS
- C. CONTRACTOR/VENDOR'S INSURANCE CERTIFICATE
- D. OWNER'S INSURANCE REQUIREMENTS
- E. NOTICE OF AWARD

WITNESSES:

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OWNER

Lafourche Parish Government
By: CHARLOTTE A. RANDOLPH
Parish President

CONTRACTOR/VENDOR

Name of Business
By: name of person signing
Its: title

Bid Check List

The following items must be included and/or completed with your bid documents; otherwise your bid will be rejected.

Please mark the box if you have completed the following

1. Bid documents are enclosed in a sealed envelope bearing the:
 - Project name & number on the outside of the envelope
 - bidder's name
 - bidder's address
 - bidder's state contractor's license number

2. Official Bid Form "Section A"
 - completely filled out
 - secretary attesting to State of Incorporation or of formation of Partnership
 - acknowledging receipt of each and every addendum

3. Official Bid Form "Section B"
 - completely filled out
 - with itemized prices completed exactly as listed
 - make/model number indicated
 - delivery time inserted
 - signed and dated
 - federal identification number

4. Corporate Resolution
 - completed: authorizing the signature of the person who signed the bid
 - signed by authorized signatory (secretary)
 - dated

5. Experience and Qualification data