



**TERMS AND CONDITIONS OF PURCHASE  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Enclosed herein is a copy of the “Terms and Conditions of Purchase”, hereinafter sometimes referred to as the “Terms and Conditions”, issued by the Terrebonne Parish Consolidated Government (“TPCG”).

From time to time TPCG may acquire Goods (as defined in the Terms and Conditions) from the undersigned Vendor. Nothing contained herein shall obligate TPCG to order goods from Vendor nor shall Vendor be obligated to accept any order of Goods from TPCG. However, to the extent that TPCG places with Vendor an order for Goods by Vendor to TPCG, no subsequent verbal agreement or work order, delivery ticket, invoice or similar document shall be deemed to modify the Terms and Conditions, which shall always control. No waiver or modification of the Terms and Conditions shall be binding on TPCG unless made in writing expressly stating that it is a modification of the Terms and Conditions and signed by a duly authorized representative of the TPCG and of Vendor.

This letter, when executed by TPCG and by vendor at the spaces indicated below, shall constitute an agreement between TPCG and Vendor for all requisitions of Goods by TPCG from vendor and such Acquisition of Goods shall be governed by the Terms hereof and the attached Terms and Conditions. This agreement may be terminated by either TPCG or Vendor by giving the other party thirty (30) days written notice of an intention to terminate; provided, however, that such notice of termination shall not be effective as to the acquisition of Goods, which is in progress or which has been completed as of the effective date of such termination.

The signature of Vendor in the below indicated blank shall evidence their intention to be bound hereby.

**DATE:** \_\_\_\_\_

\_\_\_\_\_ **VENDOR NAME**

**FEDERAL TAX NUMBER** \_\_\_\_\_

\_\_\_\_\_ **VENDOR SIGNATURE**

**TELEPHONE #** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**FAX#** \_\_\_\_\_

**TYPES OF GOODS OR SERVICE** \_\_\_\_\_

\_\_\_\_\_

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**  
**TERMS AND CONDITIONS OF PURCHASE**

1. **Definitions:** As used throughout this Purchase Order, the term "Buyer" means the Terrebonne Parish Consolidated Government. The term "Seller" means the person, firm, or corporation to whom the Purchase Order is addressed. The term "Goods" includes personal property of every type, kind and description, as specifically described on the Purchase Order, and all labor and services, including design, delivery, construction, installation, inspection and testing specified or required to be furnished with the goods and services ordered by this Purchase Order.

2. **Shipping:** The established price for material covered by this Purchase Order shall include proper packing for safe domestic transportation via the mode designated in this Order and shall also include all customary loading and securing on the carrier's equipment at the shipping point. **NO ALLOWANCE WILL BE MADE FOR PACKING, CARTAGE, OR CRATING COSTS** of items covered by this order unless specifically authorized in this order. Seller agrees to ship a material covered in this order via the specified mode, carrier and routing, and to maintain a complete file of all delivery and shipping documents in the event proof of delivery is required. C.O.D. orders are prohibited.

3. **Delivery Documents and Invoices:** It is required that Seller ensure that all bills of lading, packing slips and invoices include Buyer's Purchase Order number and requisition number (s). When Material is shipped on a F.O.B. shipping point basis, bills of lading shall accompany each invoice and be sufficiently descriptive such that each item invoiced is recognizable per the bill of lading without possession of specialized knowledge. Invoices improperly directed to other than the "Buying" company or lacking the correct Purchase Order number will be returned to Seller for rebilling. Delay in receiving Seller's invoices in number of copies specified; discrepancies between invoice and packing list or quantity received; and/or errors or omissions will be considered just cause for withholding payment without loss or cash discount privilege.

4. **Complete Contract:** This Purchase Order in its entirety shall become a binding contract between Seller and Buyer upon Seller signing and returning an acceptance copy or otherwise acknowledging acceptance of the work/services described herein whichever occurs first. This order, together with the specifications, drawings and documents or specifications referenced in attachments which by this reference are also made a part of this order, constitutes the complete and final agreement between the parties and all prior negotiations, proposals, and writings pertaining to this Purchase Order containing proposals or terms additional to or different from those set forth herein are not binding on buyer unless Buyer expressly agrees to any such proposal or term in writing. Should any requirement or provision of this Order or its

attachments conflict with any other requirement or provision, or should any pertinent specification be ambiguous or lacking, it is Seller's responsibility to give Buyer written notice of such conflict, ambiguity or omission for resolution. Buyer's determination as to the governing requirements shall be final. If Seller proceeds without requesting or receiving resolution of a conflict, ambiguity or omission, all costs incurred in correcting Seller's erroneous interpretation shall be at Seller's sole expense.

5. **Title:** Seller warrants full, clear and unrestricted title to Buyer for all equipment, materials, items and services furnished by Seller in performance of this Purchase Order free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances and claims of others.

6. **Reservation of Rights:** Buyer expressly reserves its right to inspect goods delivered pursuant to this Purchase Order prior to payment, but the making or failure to make any inspection of, or payment for, the Goods covered by this Purchase Order shall in no way impair Buyer's right to reject nonconforming or defective Goods, nor be deemed to constitute acceptance by Buyer of the Goods, notwithstanding Buyer's opportunity to inspect them, or Buyer's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor Buyer's failure to earlier reject all goods covered by this Purchase Order if it reasonably determines that a portion of the Order is nonconforming and that such non-conformance hinders or impairs use of the balance of the order.

7. **Patents:** Seller shall at its sole expense defend indemnify, and hold harmless Buyer and its Customer from and against, any claim, suit or proceeding brought against Buyer based on a claim that the manufacture, use or sale of any Goods or any part thereof supplied patent, copyright, trademark, or propriety information rights of others, and Seller shall pay all damages, cost, in connection therewith. Buyer shall promptly notify Seller in writing of the suit or proceedings and Seller shall be given adequate authority, information and assistance for the defense of same, subject to the right of Buyer to participate separately at its expense and to be fully advised by Seller in advance of all actions taken. In case said Goods, or any part thereof, is in such suit held to constitute infringement and the sale or use of said equipment or parts is enjoined, Seller shall, at its own expense, either procure for Buyer the right to sell and use said equipment or part; or replace same with substantially equal but non-infringing equipment or, if approved by buyer, remove said equipment and refund the purchase price and the transportation and installation costs thereof.

The preceding paragraph shall not apply to any equipment, or any part thereof, manufactured to designs furnished and required by Buyer.

8. **Warranty:** Seller warrants that all Goods covered hereby will be of the quality specified, or of the best grade of their respective kinds if no quality is specified, and will conform to the specifications, drawings, samples or other description furnished by Buyer, will be of new/unused materials, unless otherwise specified and of first-class workmanship, free from defect in design, workmanship, and material, and suitable for the use and purpose intended or represented. If within 24 months from date of shipment or within 12 months from date first used as intended, whichever occurs first, Buyer discover defects, errors, omissions, performance deficiencies, or breach of any warranty as to the Goods supplied by Seller, then Seller shall promptly repair or replace them without cost to Buyer. If Seller fails after reasonable notice to proceed promptly with the repair or replacement of the defective Goods, Buyer and/or its Customer may repair or replace such Goods and charge all related costs to the Seller without voiding the warranties herein.

The rights and remedies of Buyer provided in this clause are in addition to any other rights or remedies provided in law, equity, or under this order.

9. **Indemnity:** See Attached Agreement

10. **Delays:** Seller shall be excused for delays in delivery or in performance where such delay is due to acts of God, acts of Buyer not within its rights, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond Seller's control, which Seller could not have reasonably foreseen and provided against. In event of any such delay, the date of delivery or of performance may be extended for a period equal to the duration of the delay, but Seller shall not be entitled to any extra compensation for such delay. Seller shall promptly notify buyer of ANY such delay. Buyer's lack of response to Seller's notices regarding the delay shall not operate to terminate Seller's obligation to complete the delayed performance. In the event such force majeure caused extended delivery more than 90 days from any scheduled delivery date. Buyer shall have the right to cancel the order or any part thereof. If a time of delivery is specified and performance at such time is not excused pursuant to the force majeure provisions, the failure to deliver the goods within a reasonable time, not exceeding ten days, shall permit buyer to cancel the order or any part thereof.

11. **Assignment:** The performance of Seller's obligation under this Purchase Order shall not be assigned by Seller without the prior written consent of Buyer. Any delegation of Seller's obligations pursuant to this Purchase Order in whole or in part, voluntarily, by operations of law, or otherwise, without the prior written consent of Buyer, shall be void.

12. **Modifications:** Buyer shall have the right by written supplement to make changes in the specifications and drawings for Goods covered by the Purchase Order. If such change would affect the price or delivery date for such Goods, Buyer and Seller shall mutually agree in writing upon an equitable adjustment

in the price and/or delivery date to reflect the effect of such change. Seller shall not suspend performance of this process of making such changes and any related adjustment, and, if released in writing by Buyer, Seller shall comply with and perform such change in accordance with the terms of this Purchase Order during such time. No substitutions shall be made in this Purchase Order without the prior written consent of Buyer. Extra compensation will be paid Seller only if agreed to in writing by Buyer. Likewise, no agreement or understanding modifying this Purchase Order shall be binding upon Buyer unless authorized in writing by Buyer.

13. **Cancellation and Default:** In the event Seller shall be adjudged bankrupt, made a general assignment for the benefit of its creditors or if a receiver shall be appointed on account of Seller's insolvency, or in the event Seller does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Seller to comply with any of the provisions or requirements of this Purchase Order within ten (10) days after written request by buyer that seller provides assurance of timely performance, Buyer may, by written notice to Seller, without prejudice to any other rights or remedies which Buyer may have, terminate further performance by Seller of this Purchase Order. In the event of such termination, Buyer may complete the performance of this Purchase Order by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by buyer in so doing. Any amounts due Seller for Goods delivered by seller in full compliance with the terms of this Purchase Order prior to such termination shall be subject to set off of Buyer's additional costs of completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default after written notice to Buyer. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this Purchase Order of any subsequent default by Seller.

14. **Compliance with Laws:** Seller guarantees that all equipment, services, work and other items supplied pursuant to this Purchase Order will comply with all applicable Federal, State and Municipal Laws, ordinances and regulations. Unless otherwise expressly set forth herein, the laws of the State of Louisiana shall apply to and govern the interpretation performance and enforcement of this Purchase Order.

The Provisions of section 202 of Executive Order 11246 of September 24, 1965 relating to Equal Employment Opportunity, and the rules and regulations issued pursuant to Section 201 thereof, are hereby incorporated by reference in this Purchase Order. The seller represents by acceptance of this Purchase Order that he will comply with such executive orders and rules and regulations, and amendments thereto, to the extent that same are applicable to the manufacture or sale of the Goods purchased hereunder.

15. **Independent Contractor:** Seller shall act as an independent contractor and not as an agent or employee of Buyer or this Customer and shall not subcontract any

portion of the work without the prior written consent of Buyer. Seller shall be solely responsible for all materials and work until acceptance of the completed work by Buyer.

16. **Insurance:** See Attached Requirements

17. **Mechanics' Liens:** Seller agrees to indemnify and hold harmless Buyer and as Customer from and against all laborers, material men's and for mechanics liens arising from the performance of Sellers work and shall keep the premises of Buyer and its Customer free from all such claims, liens and encumbrances. Seller waives all rights of mechanics or material men's liens against the property and premises of Buyer.

18. **Permits:** Buyer shall provide building permits as required. Seller shall procure at Seller's sole cost all necessary permits, certificates and licenses required by applicable laws, regulations, ordinances and rules of the state, municipality, territory or political subdivision where the work is performed, or required by any other duly constituted public authority having jurisdiction over the work of Seller, and further agrees to hold Buyer harmless from and against all liability and loss incurred by them by reason of an asserted or established violation of any such laws, regulations, ordinances, rules or requirements.

19. **Safety and Health Regulations:** While on the premises of Buyer, Seller and its employees shall comply with all statutory and governmental safety and health regulations and with the safety, health and plant regulations of Buyer, and shall ensure that all of its employees and agents have a safe place of work on the premises of Buyer. Seller shall keep said premises and the vicinity thereof clean of debris and rubbish caused by this work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of buyer, and at no cost or expense to Buyer, Seller shall promptly remove from the premises of Buyer any person under the control of Seller who violates any of the aforesaid safety, health, or plant regulations, or who may cause or threaten to cause a breach of the peace or who is otherwise objectionable to Buyer.

20. **Federal Terms and Conditions:** The following Federal Procurement Clauses shall be complied with as applicable when procurements are made with federal funds:

**ATTACHMENT A: Access to Records – Maintenance of Records:** (all contractors and subcontractors)

The Terrebonne Parish Consolidated Government, the Federal Transit Administration the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor and subcontractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including and PMO Contractor access to

Contractor's records and construction sites pertaining to major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. All records connected with this contract will be maintained for a period of three (3) years from the official completion of the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the TPCG, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).

**ATTACHMENT B: Third Party Contract Penalties/Sanctions Clauses:** (Contracts more than the simplified acquisition threshold \$100,000)

If the contractor is unable or unwilling to comply with said contract conditions as stipulated in the contract with the Terrebonne Parish Consolidated Government (TPCG), the Contractor shall terminate the contract by giving a thirty(30) day written notice to TPCG, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished and unfinished documents, data, studies, and reports purchased or prepared by the contractor under this contract shall become the property of TPCG. The contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the TPCG for damages sustained by the TPCG by virtue of any breach of the contract by the Contractor and the TPCG may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the TPCG from the Contractor is agreed upon or otherwise determined. The TPCG may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the TPCG to reimburse funds.

**ATTACHMENT C: Bid Bond Requirements:** (Constructions contracts and subcontracts exceeding \$100,000)

- a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to TPCG and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- b) Rights Reserved: In submitting this bid, it is understood and as agreed by bidder that the right is reserved by TPCG to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of TPCG.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without written consent of TPCG, shall refuse or be unable to enter into this contract, as provided above, or refuse or be unable to furnish

adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of TPCG's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by TPCG as provided in {Item x "Bid Security" of the Instructions to Bidders} shall prove inadequate to fully recompense TPCG for the damages occasioned by default, then the undersigned bidder agrees to indemnify TPCG and pay over to TPCG the difference between the bid security and TPCG's total damages, so as to make TPCG whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**ATTACHMENT D: Bus Testing:** (Acquisition of Rolling Stock/Turnkey)  
The Contractor Manufacturer} agrees to comply with 49 U.S.C. A 5323 (c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Terrebonne Parish Consolidated Government at a point in the procurement process specified by TPCG which will be prior to the final acceptance of the first vehicle.
- 2) The manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Terrebonne Parish Consolidated Government prior to the final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for conducting that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grand fathered"(has been used in mass transit service in the United State before October 1, 1988, and is currently being produced without major change in configuration or components), the manufacturer shall provide the name and address of Terrebonne Parish Consolidated Government of such a vehicle and the details of that vehicle's configuration and major

components.

**ATTACHMENT E: Buy America Requirements:** (Construction Contracts and Acquisitions of Good or Rolling Stock (valued at more than \$100,000)

The Contractor and/or subcontractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 6661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content.

A buy America Certificate must be completed and submitted with bid documents. A bid which does not include the certificate will be considered nonresponsive.

**ATTACHMENT F: Cargo Preference Requirements:** (All contracts involving equipment, materials or commodities transported by ocean vessels).  
The Contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are
- b) available at fair reasonable rates for United States Flag commercial vessels;
- c) to furnish within 20 working days following date of loading for shipments originating within the United States or within 30 working days following the date of leasing for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Terrebonne Parish Consolidated Government (TPCG) (through the contractor in the case of a subcontractor's bill-of-lading.)
- d) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**ATTACHMENT G: Civil Rights Requirements:** (Applies to all contracts)

1) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

a) **Race, Color, Creed, National Origin, Sex-** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and the Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b) **Age-** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) **Disabilities-** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**ATTACHMENT H: Clean Air Act, Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations:** (Contracts and subcontracts in excess of \$100,000)

During the performance of this contract, the contractor and all subcontractors agree to comply with all applicable standards, orders or regulation requirements under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations with respect thereto at (40 CFR Part 15) as amended.

The contractor and/or subcontractor agrees to report each violation to the Terrebonne Parish Consolidated Government GET Program and understands and agrees that the TPCG GET SYSTEM Program will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**ATTACHMENT I: Conflict of Interest of Officers or Employees:** (All contracts and subcontracts)

No officer or employee of the Terrebonne Parish Consolidated Government or its designees or agents, no member of the governing authority, and no other public official of the Parish who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**ATTACHMENT J: Contract Work Hours and Safety Standards:** (Construction Contracts and subcontracts in excess of \$2,000. and in excess of \$2,500. for other contracts which involve the employment of mechanics and laborers.)

The Contract Work Hours and Safety Standards (CWHSS) requires time and one-half pay for overtime hours (over 40 in any workweek) worked on the covered project. The CWHSS applies to both direct Federal contracts and to indirect Federally assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSS violations carry a liquidated damages penalty of \$10 per day violation. Intentional violations of the CWHSS standards are considered a Federal criminal misdemeanor.

**Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer

or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours in excess of forty hours in such workweek.

**Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in the above paragraph of this section the contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United State for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the above paragraph of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the above paragraph of this section.

**Withholding for unpaid wages and liquidated damages:** The Terrebonne Parish Consolidated Government shall upon its own action or upon written request of any authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidate damages as provided in the clause set forth in the above paragraphs of this section.

**Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in the above paragraphs of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the above paragraphs of this section.

**Retention of Payroll Records:** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the names and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Terrebonne Parish Consolidated Government and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**ATTACHMENT K: Copeland "Anti-Kickback" Act:** (All contracts and subcontracts for construction or repair) The Copeland "Anti-Kickback" Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to kickback any part of their wages. The Copeland act also

requires every employer (Contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations 29 CFR part3, as applicable.

**ATTACHMENT L: The Davis-Bacon Act (DBA):** (Construction contracts & subcontracts over \$2,000.) The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, or public building or public works.

**ATTACHMENT M: Debarment and Suspension:** (Contracts over \$100,000) Executive Order 125489, as implemented prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. Recipients must submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors and subcontractors to make the same certification to them.

**ATTACHMENT N: Equal Employment Opportunity:** (For Construction Activities) With respect to construction activities, Terrebonne Parish Consolidated Government (TPCG) agrees to comply with all applicable EEO requirements of U.S. Department of Labor (DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, "41 CFR Parts 60 *et seq.* (which implement Executive Order 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e), and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.

**ATTACHMENT O: Federal Changes:** (Applies to all contracts) The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between TPCG and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**ATTACHMENT P: Incorporation of Federal Transit Administration FTA Terms:** (Applies to all contract)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Terrebonne Parish Consolidated Government (TPCG) requests which would cause TPCG to be in violation of the FTA terms and conditions.

**ATTACHMENT Q: Lobbying:** (Certification for Contracts, Grants, Loans, and Cooperative Agreements) (To be submitted with each bid or offer exceeding \$100,000)

The undersigned contractor 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, 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 a 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 making lobbying contracts to 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 [as amended by Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
- 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. § 1352 (C) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

**ATTACHMENT R: No Government Obligation to Third Parties:** (Applies to all contracts)

The TPCG and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the TPCG, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract..

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**ATTACHMENT S: Pre-Award and Post Delivery Audit Requirement:** (Applies to only Acquisition of Rolling Stock/Turnkey)

1) Contractor agrees to complete and submit a declaration certifying either compliance or non-compliance with Buy America. If the Bidder/Offeror certifies with Buy America, it shall submit documentation which lists:

- a) Component and subcomponent parts of the rolling stock to be purchased identified by manufacture of the parts, their country or origin and costs;
- b) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2)The Contractor shall submit evidence that it will be capable of the bid specifications.

3) The Contractor shall submit:

- a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS, or
- b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations



**ATTACHMENT T: Privacy Act:** (Applies to all Contracts)

The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**ATTACHMENT U: Program Fraud and False or Fraudulent Statements and Related Acts:** (Applies to all contracts)

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ATTACHMENT V: Recycled Products:** (Applies to contracts for items designated by EPA when purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal Funds).

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provision of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247.

**ATTACHMENT W: Seismic Safety Requirements:** (Only applies to contracts for the construction of new buildings and additions to an existing buildings.)

The Contractor and/or subcontractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety

Required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor and/or subcontractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**ATTACHMENT X: Contract Termination Clause of Convenience:** (All contracts in excess of \$10,000)

The Terrebonne Parish Consolidated Government (TPCG) may, after thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not limit to:

- 1) failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- 2) submission by the Contractor to the TPCG or its Auditors, of reports that are incorrect or incomplete in any material aspect;
- 3) ineffective or improper use of funds provided under this contract;
- 4) suspension or termination of the grant from the Federal Transit Administration to the TPCG under which this contract is made, or the portion thereof delegated to this contract.

The TPCG, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment period.

**ATTACHMENT Y: Procedures to Ensure Compliance by Contractors and Subcontractors:**

(Applies to all federally-assisted DOT contracts, subcontracts and other contractual agreements 49 CFR Part 26.13).

The Following Statements will be included in all contracts where DBE participation is prescribed:

- 1) POLICY: It is the policy of the Terrebonne

Parish Consolidated Government (TPCG) that it shall not discriminate on the basis of race, color, national origin, or sex in the award of any U.S. DOT financially assisted contract(s) or in the administration of its DBE program or the requirements of 49 CFR Part 26. TPCG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Upon notification of failure to carry out the approved DBE program the US DOT may impose sanctions as provided for under part 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

- 2) DBE OBLIGATIONS: The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex on the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the TPCG deems appropriate.
- 3) The preceding POLICY and DBE OBLIGATION shall apply to this contract and shall be included in the requirements of any subcontracts. Failure to carry out the requirements set forth therein shall constitute a breach of contract and, after notification by TPCG, may result in termination of the contract, a deduction from the contract funds due or to become due to the contractor, or other such remedy as TPCG deems

appropriate. The contractor shall use the services of banks in the community which are owned and controlled by minorities and women, when feasible and beneficial. The DBE is inclusive of women-owned businesses (WBE's) and all obligations applicable to DBEs shall apply to businesses certified and listed as WBEs.

**ATTACHMENT Z: Prompt Payment to Subcontractors:** (all prime contractor contracts)

The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from TPCG. The prime contractor agrees to further to return retainage payments to each subcontractor within thirty (30) day after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the TPCG. This clause applies to both DBE and non-DBE subcontractors.

Failure to promptly pay subcontractors or to release subcontractor's retainage shall constitute a breach of contract and after notification by the TPCG may result in disqualification of a contractor as non-responsible or refusal by TPCG to issue proposals to a contractor for future projects; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as TPCG deems appropriate.

All subcontracting agreements made by the contractor shall include the current Prompt Payment to subcontractors provision as incorporated in the contract.

All disputes between contractors and subcontractors relating to payment for completed work or retainage shall be referred to the DBE Liaison Officer.