



**ST. JOHN THE BAPTIST PARISH
PURCHASING & PROCUREMENT DEPARTMENT
1811 W. Airline Highway
LaPlace, LA 70068**

**REQUEST FOR PROPOSALS (RFP)
Chemical Control and Canal Maintenance**

Proposal No. RFP 2025.03

Closing Date: March 20, 2025 at 9:45 A.M. Local Time

SUBMITTALS

Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Contractor's name and address, and "RFP – 2025.03 Chemical Control and Canal Maintenance".

Publish:
L'Observateur:
February 26, 2025
March 5, 2025
March 12, 2025

FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:

Peter Montz, Purchasing & Procurement Department
Phone: (985) 652-9569 E-mail: p.montz@stjohn-la.gov

QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 10:00 A.M. March 14, 2025.

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the Parish to consider this proposal, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to St. John the Baptist Parish, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to St. John the Baptist Parish.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ Fax No.: _____

Email: _____

AUTHORIZATION TO PROPOSE (must be signed):

By: _____
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____

REQUEST FOR PROPOSALS
Chemical Control and Canal Maintenance

BACKGROUND

St. John the Baptist (herein referred to as "Parish") hereby issues a Request for Proposals (RFP) from an experienced, responsible and capable contractor ("Contractor") to provide chemical control and canal maintenance on canals and ditches throughout the parish.

The Contractor shall perform general and specific tasks as described in the Scope of Work section of this RFP. The selected contractor must be qualified and licensed/certified to utilize chemicals needed to clean and maintain parish canals. The selected contractor will also be responsible for all other work necessary to complete said service in accordance with the terms of this Request for Proposal ("RFP") and any resulting contract.

The RFP package includes the following:

1. Required Signature Page for Proposals
2. General Terms and Conditions
3. Corporate Resolution or Certificate of Authority
4. Past Criminal Convictions of Bidders Attestation
5. Non-Solicitation and Unemployment Affidavit
6. Certificate Regarding Debarment
7. E-Verify Affidavit
8. Exhibit A – Scope of Work
9. Exhibit B – Pricing Information
10. Exhibit C – Selection Scoring Criteria
11. Attachment A- Maps

It is the intention of St. John the Baptist Parish to award a contract to the company with the best proposal that will provide qualified supervision to control weeds and undesirable vegetation on drainage canal bottoms of designated canals.

GENERAL TERMS AND CONDITIONS

1.0 RFP Process

- 1.1 This RFP is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 RFP's, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.sjbparish.com or Central Bidding at www.centralbidding.com. Electronic proposals will be accepted only on www.centralbidding.com.
- 1.3 Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. It is the Company's responsibility to periodically check either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the RFP, prior to due date. **Checking the Parish website is HIGHLY recommended.**
- 1.4 The Parish reserves the right to request additional information to clarify proposals. The Parish shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.

1.5 Questions and comments regarding this Proposal must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@stjohn-la.gov no later than **10:00 A.M. on March 14, 2025**.

2.0 Submission of Proposal

2.1 Electronic Proposals shall be accepted only on www.centralbidding.com and/or Paper Proposals shall be addressed to St. John the Baptist Parish and hand delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA than **9:45 A.M. local time on March 20, 2025**. **Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP-2025.03 Chemical Control and Canal Maintenance".**

2.2 Each Company shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit C) will be used to evaluate all proposals received. Failure to provide all required information with the exception of scope of work that does not pertain to your Company, including the "Required Signature Page for Proposals" shall be cause for rejection of the submittal as non-responsive.

2.3 Company shall submit an original, and one electronic copy of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.

2.4 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.

2.5 Proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after **9:45 A.M. local time on March 20, 2025** will be deemed unresponsive and will be returned to Company unopened.

3.0 Mandatory Pre-Proposal Conference

3.1 None

4.0 Opening

Proposals will be opened publicly at **10:00 A.M. local time on March 20, 2025** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Company in submitting a proposal that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

- 6.1 Parish shall have the right to reject or accept any Proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 6.2 This RFP does not commit the Parish to award, nor does it commit the Parish to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 6.3 The Parish reserves the right to terminate this RFP at any time prior to contract execution.
- 6.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 6.5 The Parish reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn Proposals

- 7.1 Any proposal received after the exact time specified for receipt will not be considered.
- 7.2 No modification of a proposal, except a modification resulting from the Parish's request for "best and final offer," will be accepted.
- 7.3 No Company may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.

8.0 Evaluation and Selection

- 8.1 Objective - The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Company determined to be most advantageous to the Parish, price and other factors considered.
- 8.2 Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and proposals received in response to an RFP. The Committee will evaluate proposals submitted by qualified Consultants/Companies on the basis of the guidelines set forth in the RFP. The Parish reserves the right to request additional information and clarification of any information submitted.
- 8.3 Evaluation criteria have been established to determine which Company/Consultant will best contribute to the overall goals of the Parish. These criteria are detailed in Exhibit C (Selection/Scoring Criteria) which is attached hereto and made a part hereof.
- 8.4 The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.
- 8.5 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. As part of the negotiation process, the Parish reserves the right to negotiate with the successful Company. This award will be made to the most responsible firm or team whose proposal is determined in writing to be most advantageous to the Parish, based on the scoring criteria set forth in this document. The Parish also reserves the right to reject any and all proposals.

9.0 Terms

The initial contract shall be effective for three (3) years beginning June 9, 2025. Upon written mutual agreement between the Parish Council and the Company, this contract may be extended two (2) additional times, for one (1) year. The proposed company will begin work without unreasonable delay and without suspension of work unless authorized in writing by the Parish. **The Parish will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. The proposed contractors must submit firm fixed pricing.**

10.0 Insurance

Consultant/Company shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

\$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

11.0 Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to the Public Works Director for approval prior to routing to Accounts Payable.

13.0 Hold Harmless

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

14.0 Non-assignability

No Company shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

15.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

16.0 Disclosure

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

17.0 Termination for Cause and Convenience

This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

The Proposer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

The Proposer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination. The Owner shall then pay the Proposer promptly that portion of the prescribed fee to which both parties agree.

Proposer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Proposer.

18.0 Force Majeure

Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, flood or sabotage; pandemic, unavailability of adequate staff or fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

19.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

20.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. Proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

21.0 Discrimination Clause

The Proposer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

22.0 Licenses and Taxes

The Contractor must be properly licensed and certified by any and all regulatory agencies (Federal, State, and Local) requiring licensing and/or certification with regard to this proposal.

**Additional Contract Terms for
Chemical Control and Canal Maintenance**

Non-Federal Entity (State agency or Agency of a Political Subdivision of a State)

(Updated 6/7/2022)

Termination for Cause

Should the Parish determine that the Contractor has failed to comply with the Agreement's terms, the Parish may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor's failure. If the Parish determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the Parish determines that the failure may be corrected, the Parish shall give a deadline for the Contractor to make the correction. If the Parish determines that the failure is not corrected by the deadline, then the Parish may give additional time for the Contractor to make the corrections or the Parish may notify the Contractor of the Agreement termination date.

Termination for Convenience

Either Party may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the other Party of such termination or negotiating with the Parties regarding a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program (Note: All such terms are also applicable to all appropriate subcontractors):

- a. Equal Employment Opportunity*** — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** Where applicable, all contracts and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the Contract Work Hours and Safety Standards Act:

(1) 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 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 worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State shall upon its own action or upon written request of an 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 under any such contract or any other Federal contract with the same prime contractor, 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 liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 paragraphs (b)(1) through (4) of this section.

- c. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

If the Contract and Subcontracts are in excess of \$150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

Contractor must complete attached Certification.

f. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

g. Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State, Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Parish and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

The contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

k. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

l. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

n. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example,

any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

***o.* 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

***p.* Copyright and Data Rights**

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use,

including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Parish or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CORPORATE RESOLUTION

(Corporations must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution.
3. The corporate resolution shall not be more than one year old.
4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).
5. Document shall be submitted with the proposal.

CERTIFICATE OF AUTHORITY

(LLC must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.
3. The Certificate of Authority shall not be more than one year old.
4. The Certificate of Authority is notarized.
5. The company properly grants authority to a named individual to sign on behalf of the company.
6. Document shall be submitted with the proposal.

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

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S.14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

**ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 20_____.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
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**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: _____

Date: _____ By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

EXHIBIT A Scope of Work

SERVICES

The proposed Contractor agrees to furnish all labor, materials, equipment and qualified supervision to control weeds and undesirable vegetation on drainage canal bottoms of designated canals, ditches and retention pond. Such weed control will be carried out with such materials and such manner so as to encourage a solid Bermuda grass stand on such designated canals. The Contractor will supply enough manpower to complete spraying all assigned locations within fifteen (15) calendar days from notice to proceed from the Director of Public Works, with inclement weather days excluded.

Contractor shall be responsible for daily verbal communication with the Director of Public Works to advise where work is performed on those days on which spraying operations are being carried out. Weekly written work reports of spraying performed during the previous week will be submitted by the Contractor to the Director of Public Works. These works reports will include the names of canals sprayed, square feet covered, names and quantity of herbicide used and gallons of spray mixed used. These reports shall be submitted promptly each Friday by fax to the Director of Public Works. The Contractor will supply enough manpower to complete each spraying within fifteen (15) calendar days. After completion of spraying on any areas, and after the required waiting period for its effectiveness to be determined, any areas that indicate poor control or show no effect of the previous spraying shall be retreated within five (5) working days of receipt of written/electronic/verbal notification by the Director of Public Works at no additional cost to the Parish. Spot treatments with a contact herbicide shall be performed as needed.

MATERIALS AND EQUIPMENT

Materials used by the successful Contractor shall be a combination of herbicides effective in the control of broadleaf weeds, brush selected grasses and floating and rooted aquatic vegetation in the assigned canals whereby a Bermuda release may be achieved on the slopes and right-of-way and weed free water and bottoms. All chemicals used shall conform to Local, State, and Federal regulations. The successful Contractor must maintain properly equipped spray vehicles, spray vessels, and spray equipment necessary to accomplish the work required. Contractor must also have available for use an appropriate quipped boat or other equipment for spraying sections of assigned canals not assessable to ground operated equipment. Contractor will maintain properly equipped spray trucks and spray equipment in accordance with Louisiana Department of Agriculture and Forestry, necessary to accomplish the work required.

GUARANTEE

Contractor guarantees that the spraying performed pursuant to this agreement will achieve a weed free Bermuda grass stand on the assigned area and will eliminate Johnson grass, Broadleaf Weeds, Brush, and Aquatic Vegetation. The assigned area(s) will be sprayed as many times required during the term of the Agreement to obtain satisfactory results. unless otherwise notified by the Director of Public Works for additional spraying. Each spraying will be completed within fifteen (15) calendar days.

QUALIFICATIONS AND LICENSES

Contractor must have and include in their submittal the following to be considered responsive:

1. Ground Applicator Licenses and Commercial Pesticide Applicator License with proper Certifications as required by the State of Louisiana.
2. Certified in the following categories:
 - a. Ornamental and Turf
 - b. Aquatic (as needed)
 - c. Right-of-Way & Industrial Pest
3. Contractor shall have ten (10) years' experience in this field.

REQUIREMENTS

1. List and describe all fees associated with services required in the RFP in Exhibit B.
2. If the pricing schedule does not fit the Contractor's invoicing, please submit pricing for services required.

I. Regulatory Requirements:

The proposed Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein. Ignorance on the part of the proposed Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The proposed Contractor shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the Parish with proposal submission.**

II. Safety and Protection:

The proposed Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The proposed Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the public and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed from the premises upon work completions. The Parish **is not responsible** for theft or damage of the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in safe conditions. The submittal must include the **Material Safety Data Sheet** on all chemicals the Contractor will use to complete the scope of work.

XIV. Work Completion:

At the completion of the work, the proposed Contractor shall remove all waste materials, from the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use

Past Performance

1. Capacity to manage client requests
2. Coordination and cooperation with clients and others
3. Ability to meet deadlines and budgets
4. List the Municipal contracts performed past and present along with a minimum of **three (3) written references**, in regard to spraying herbicides and pesticide.

Technical Capabilities and Workload

1. Briefly describe key personnel, any support staff, and their qualifications
2. Available equipment dedicated to the project
3. Delivery methods and reliability of services during emergencies
4. Number and size and similar contracts

EXHIBIT B
Pricing Schedule

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the RFP Documents at the rates (expressed in figures) hereinafter set forth:

Base Proposal

The Contractor shall list the price per application on the Proposal Form to service all listed waterways in Exhibit B. The scope of work shall include a minimum of four (4) sprays per year for treatment associated with performing the services detailed in Exhibit A. The Contractor shall completely fill out all forms the Contractor will be deemed “unresponsive.” It shall be the sole responsibility of the Contractor to review all components of this proposal, visit the sites of the work, verify estimated footage and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed Contractor, after submitting proposal, seek an adjustment as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Chemical Control and Canal Maintenance

RFP Number: RFP 2025.03

Contractors must acknowledge all addenda(s). The contractor acknowledges receipt of the following Addenda Numbers (if any), _____.

IF OTHER RATES ARE APPLICABLE, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

EXHIBIT B
Pricing Schedule

Base Proposal Price (Min of 4 applications per year)

SITE LOCATIONS CANALS	LF	Price Per One Application
Laplace Plantation Canal	10,639	_____
Ridgefield Canal	12,023	_____
Golfview Canal	2,919	_____
Melrose Canal	1,140	_____
Estates Canal	6,024	_____
Vicknair Canal	12,537	_____
Lasseigne Canal	10,688	_____
River Forest Canal	12,007	_____
Woodland Canal	24,830	_____
Montz Canal	6,264	_____
McReine Canal	9,065	_____
Belle Terre Fire Station Canal	1,085	_____
Belle Terre Lakes Extension	890	_____
Mileville Canal	8,219	_____
East - West (north)	20,150	_____
East-West (south)	17,725	_____
Homewood Canal	5,219	_____
Trosclair Canal	3,244	_____
Hotard Canal	6,192	_____
NW 3rd Canal	5,449	_____
Godchaux(61toICCR)	4,878	_____
Godchaux from pipeline to ICRR	23,306	_____

Riverside Canal	1,830	_____
Goshen Canal	2984	_____
Acosta (NW 2"nd)	2392	_____
Belle Pointe West Canal	7,730	_____
Guillot Canal	10,371	_____
Star Terrace	5,882	_____
Levee Canal	21,174	_____
Dufresne Canal	10,207	_____
Dutch Bayou Canal	8,734	_____
Terre Haute Canal	10,228	_____
Bourgeois Canal	2,416	_____
Big Hope Canal	62,285	_____
Bardell Canal	6,354	_____
Stebbins Canal	6,055	_____
Sugar Mill Canal	5,012	_____
Dupont Canal	14,017	_____
Timbermill Canal	2,224	_____
Timbermill Outfall Canal	3324	_____
Mississippi Bayou Canal	43956	_____
Marathon Canal	8,260	_____
East Frisco Canal	10,495	_____
W 4th	9,245	_____
W 6th	4,812	_____
E 5th RR to UPRR {west side}	5,480	_____
E 5th RR to UPRR (east side)	5,477	_____
Moll Canal RR to UPRR	7,712	_____
Company Canal RR to UPRR	13,696	_____

White Rose Canal	11,112	_____
Castle Drive Canal	6,253	_____
SE Retention Canal	6800	_____
Airport Rd Canal	3793	_____
NE Retention Canal	3093	_____
Inlet Canal Retention	6155	_____

DITCHES

Retention Pond Vegetation Control	11 acers	_____
Stephanie Wilking Park	2000	_____
Natli Drive Ditch	900	_____
Cross ditches In Park at Civic Center	2550	_____
Cross ditches between Library and Summerlin	1300	_____
Tractor Supply ditch Airline south to KCS	2100	_____
Guillot Canal Airline south to KCS	2200	_____
Haydel Airline south to KCS	2900	_____
Jackson Levee and around Belle Point	3700	_____
Ditches from Airline south to KCS by East St John Elem	2900	_____
Cardinal St ditch	2700	_____
Robin St ditch	1300	_____
Dove St ditch	625	_____
Ditch west of Newspaper Rd from Stable to KCS	600	_____
Ice House Ln ditch from CN to Sleepy Redwood	1900	_____
Sleepy Redwood to West 5 th	950	_____
Elm St ditch	2000	_____
Fir St ditch	2000	_____
Actaea St to West 5 th via ESJ Stadium to Airline	7100	_____
Holiday Inn ditch	1100	_____

Woodland Bike Path north	3300	_____
I10 Canal by Truck Stop and Woodland North	2000	_____
Oswald ditch Airline to Woodland	2700	_____
Emily C Watkins North	2800	_____
Emily C Watkins to curve on Hwy44	1850	_____
Walnut to Marjorie Ct	1325	_____
Railroad Elm to Walnut southside	7000	_____
Railroad Belle Point to Elm	1400	_____
Ideal Trainer Park ditch	1550	_____
Water Tower ditch KCS to Airline	2300	_____
Orange Loop	1000	_____
Mahogany E Maple Loop to Airline	2300	_____
Cedar Dr CN to Airline	1000	_____
Central CN to Airline	5700	_____
Central Hwy44 to CN	2800	_____
Cn Railroad Central to West 10th	4000	_____
CN Railroad from west 10th to W19th	4300	_____
KCS Railroad to NW2nd to Central	1000	_____
CN Railroad Homewood to E22nd to Dupont	2800	_____
E24th ditch Sweet Lorraine to Perrilloux Dr	2000	_____
E27th ditch Perrilloux Dr to Farlough	1900	_____
W19th ditch CN Railroad to Hwy44 west side	1400	_____
W19th ditch CN to Hwy61 both sides	12000	_____
Cynthia Cir east ditch Railroad Ave to W19th	2300	_____
Rosenwald St KCS Railroad to Railroad Ave	3800	_____
Star Terrace to Railroad Ave at CN	1100	_____
Riverside Railroad to RTC Dr	2000	_____

CN Railroad Pete's to S Emily	3400	_____
S Emily ditch CN to River Road	5200	_____
Historic West ditch CN to Hwy 44	5800	_____
Garyville Northern	14,000	_____
Ditch East of Hwy54 from Hwy 44 to CN BY ICC	7,000	_____
Ezekiel Jackson Park east side fence line	1,500	_____
Ditch west of San Francisco Plantation	6,000	_____
Cross ditch Stebbins to Timbermill Outfall	800	_____
N Little Hope to Pete's Pond	5,000	_____
Sugarcane Rd ditch Hwy 61 to KCS	2,250	_____
Marathon Ave ditch Hwy 61 to KCS	1,800	_____
Terre Haute Canal Hwy 61 South to CN	6,000	_____
Terre Haute Rd ditch Hwy 61 to KCS	1,800	_____
Airport Pump Discharge	800	_____
Regala Park interior ditches From Hwy 61	4,100	_____
Regala Park exterior ditch from Hwy 61	2,400	_____
Library Ditch next to Theater	600	_____
Haik Dr ditch to Cop Dr	1,600	_____
NW2nd to Tornado Alley to Hwy 61	2,300	_____
CN NW1st to KCS to Hwy 61	6,000	_____
No Name Canal CN to Hwy 61	2,600	_____
Rebecca to Magnolia Pump Station	6,000	_____
Foxwood Levee	2,000	_____
Woodland Canal Extension Hwy 51 at Swamp Tour	2,100	_____
Teboe End of St Andrews north	4,500	_____
	Total	_____

Price to perform Chemical Control and Canal Maintenance as set forth in this RFP's scope of work,
EXHIBIT A, on any location not listed in EXHIBIT B

\$_____ per sq ft

**EXHIBIT C
SELECTION/SCORING CRITERIA**

St. John the Baptist Parish may select any or all of the proposals that best contribute to the overall functioning of the Parish. All proposals will be evaluated by applying a set of evaluation criteria and awarding points to each proposal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA	MAXIMUM POINTS
Qualifications and Experience	0-20 pts
<ul style="list-style-type: none"> • Qualifications of key staff to perform work • Experience in performing like or comparable work 	
Past Performance	0-20 pts
<ul style="list-style-type: none"> • Quality of work and special capabilities to accomplish work • Coordination and cooperation with Parish and others • References 	
Technical Capabilities	0-20 pts
<ul style="list-style-type: none"> • Key personnel and support staff • Equipment availability and dedication • Experience in sensitive environments 	
Current Work Load	0-10 pts
<ul style="list-style-type: none"> • Capacity to successfully manage Parish requests • Number and size of projects currently under contract 	
Pricing	0-30 pts
<ul style="list-style-type: none"> • The proposer with the lowest cost shall receive the highest cost evaluation score. 	
TOTAL MAXIMUM POINTS	100 PTS