

BID REJECTION FORM

Bid number: 50-00122900

Vendor Name: Bayou Tree Service

Reasons for

Rejection: Bid rejected for not providing proof of ownership or lease
agreements for equipment specified and complete sets of
equipment per "Equipment" section of specifications on SP - Page 2 of 6.

REVIEWED BY:

Buyer Name: Melissa Ovalle Date: 6/15/18

Chief Buyer: Nicole Whitney Date: 6/15/18

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page: 5

BID NO.: 50-00122900

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF N/A.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

On Request
21307

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Bayou Tree Service

ADDRESS: 264 Industrial Avenue

CITY, STATE: Jefferson, LA ZIP: 70121

TELEPHONE: (504) 837-8733 FAX: (504) 835-8187

EMAIL ADDRESS: LSTANSBERRY@BAYOUTREE.COM

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: #1
NUMBER: _____
NUMBER: _____
NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 3,519,050.00

AUTHORIZED SIGNATURE: [Signature]
TITLE: CEO

Lee Stansberry
Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

REVISED PER ADDENDUM # 1

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page 6

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122900

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS		
1	100.00	EA	0010 - TRIM TREES 10-15 INCH D.B.H	\$150.00	\$15,000.00
2	100.00	EA	0020 - TRIM TREES 16-21 INCH D.B.H	\$250.00	\$25,000.00
3	100.00	EA	0030 - TRIM TREES 22-27 INCH D.B.H	\$1200.00	120,000.00
4	100.00	EA	0040 - TRIM TREES 28-33 INCH D.B.H	\$1200.00	120,000.00
5	100.00	EA	0050 - TRIM TREES 34-39 INCH D.B.H	\$1350.00	135,000.00
6	50.00	EA	0060 - TRIM TREES 40-45 INCH D.B.H	\$1600.00	80,000.00
7	50.00	EA	0070 - TRIM TREES 46-51 INCH D.B.H	\$1750.00	87,500.00
8	25.00	EA	0080 - TRIM TREES 52 INCHES AND ABOVE	\$1800.00	\$45,000.00
9	200.00	EA	0090 - REMOVAL OF TREES 10-15 INCH D.B.H	\$150.00	\$30,000.00
10	250.00	EA	0100 - REMOVAL OF TREES 16-21 INCH D.B.H	\$950.00	\$237,500.00
11	150.00	EA	0110 - REMOVAL OF TREES 22-27 INCH D.B.H	\$2800.00	\$420,000.00
12	150.00	EA	0120 - REMOVAL OF TREES 28-33 INCH D.B.H	\$3500.00	\$525,000.00
13	150.00	EA	0130 - REMOVAL OF TREES 34-39 INCH D.B.H	\$3500.00	\$525,000.00
14	150.00	EA	0140 - REMOVAL OF TREES 40-45 INCH D.B.H	\$3700.00	\$555,000.00
15	50.00	EA	0150 - REMOVAL OF TREES 46-51 INCH D.B.H	\$3820.00	\$191,000.00

REVISED PER ADDENDUM # 1

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page 7

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122900

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
16	50.00	EA	0160 - REMOVAL OF TREES 52 INCHES AND ABOVE	\$ 4500.00	\$ 225,000.00
17	5.00	EA	0170 - ROOT PRUNING OF TREES 10 - 15 INCH D.B.H.	\$ 1200.00	\$ 6,000.00
18	5.00	EA	0180 - ROOT PRUNING OF TREES 16 - 21 INCH D.B.H.	\$ 1200.00	\$ 6,000.00
19	5.00	EA	0190 - ROOT PRUNING OF TREES 22 - 27 INCH D.B.H.	\$ 1200.00	\$ 6,000.00
20	5.00	EA	0200 - ROOT PRUNING OF TREES 28 - 33 INCH D.B.H.	\$ 1400.00	\$ 7,000.00
21	5.00	EA	0210 - ROOT PRUNING OF TREES 34 - 39 INCH D.B.H.	\$ 1400.00	\$ 7,000.00
22	5.00	EA	0220 - ROOT PRUNING OF TREES 40 - 45 INCH D.B.H.	\$ 1400.00	\$ 7,000.00
23	5.00	EA	0230 - ROOT PRUNING OF TREES 46 - 51 INCH D.B.H.	\$ 1500.00	\$ 7,500.00
24	5.00	EA	0240 - ROOT FERTILIZATION (MYCOR/BIOPACK) ONE APPLICATION	\$ 500.00	\$ 2,500.00
25	5.00	EA	0250 - AERATION OF TREES 10-15 INCH D.B.H.	\$ 650.00	\$ 3,250.00
26	5.00	EA	0260 - AERATION OF TREES 16-21 INCH D.B.H.	\$ 650.00	\$ 3,250.00
27	5.00	EA	0270 - AERATION OF TREES 22-27 INCH D.B.H.	\$ 650.00	\$ 3,250.00
28	5.00	EA	0280 - AERATION OF TREES 28-33 INCH D.B.H.	\$ 650.00	\$ 3,250.00

REVISED PER ADDENDUM # 1

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page 8

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122900

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
29	5.00	EA	0290 - AERATION OF TREES 34-39 INCH D.B.H.	\$650.00	\$3,250.00
30	5.00	EA	0300 - AERATION OF TREES 40-45 INCH D.B.H.	\$650.00	\$3,250.00
31	5.00	EA	0310 - AERATION OF TREES 46-51 INCH D.B.H.	\$650.00	\$3,250.00
32	5.00	EA	0320 - CAMBISTAT (GROWTH RETARDANT) ON APPLICATION	\$580.00	\$2,900.00
33	10.00	HR	0330 - EMERGENCY CALL OUT HOURLY RATE PER CREW	\$500.00	\$5,000.00
34	1.00	EA	0340 - TREE LIMB HANGER REMOVALS 0 - 2 INCH	\$250.00	\$250.00
35	1.00	EA	0350 - TREE LIMB HANGER REMOVALS 2.1 INCH - 4 INCH	\$400.00	\$400.00
36	1.00	EA	0360 - TREE LIMB HANGER REMOVALS 4.1 INCH - 6 INCH	\$500.00	\$500.00
37	5.00	HR	0370 - ARBORICULTURAL CONSULTATION (FOR TREE EVALUATION & INSPECTION)	\$200.00	\$1,000.00
38	5.00	EA	0380 - STUMP REMOVAL ONLY 15 INCH OR LESS	\$250.00	\$1,250.00
39	5.00	EA	0390 - STUMP REMOVAL ONLY 16 - 21 INCH	\$450.00	\$2,250.00
40	5.00	EA	0400 - STUMP REMOVAL ONLY 22 - 27 INCH	\$450.00	\$2,250.00
41	5.00	EA	0410 - STUMP REMOVAL ONLY 28 - 33 INCH	\$500.00	\$2,500.00

REVISED PER ADDENDUM # 1

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page 9

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122900

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
42	5.00	EA	0420 - STUMP REMOVAL ONLY 34 - 39 INCH	\$550.00	\$2,750.00
43	5.00	EA	0430 - STUMP REMOVAL ONLY 40 - 45 INCH	\$600.00	\$3,000.00
44	5.00	EA	0440 - STUMP REMOVAL ONLY 1 - 3 FOOT ROOT MASS (UP-ROOTED TREES)	\$450.00	\$2,250.00
45	5.00	EA	0450 - STUMP REMOVAL ONLY 4 - 6 FEET ROOT MASS (UP-ROOTED TREES)	\$650.00	\$3,250.00
46	5.00	EA	0460 - STUMP REMOVAL ONLY 7 - 10 FEET ROOT MASS (UP-ROOTED TREES)	\$1,100.00	\$5,500.00
47	5.00	EA	0470 - STUMP REMOVAL ONLY 11 - 15 FEET ROOT MASS (UP-ROOTED TREES)	\$1,900.00	\$9,500.00
48	5.00	EA	0480 - STUMP REMOVAL ONLY 16 FEET AND OVER ROOT MASS (UP-ROOTED TREES)	\$3,000.00	\$15,000.00
49	5.00	EA	0490 - PLANT UP TO A 30 GALLON TREE FOLLOWING THE TREE PLANTING SPECS. TREE WILL BE FURNISHED BY JEFFERSON PARISH REFER TO THE GENERAL TREE PLANTING SPECS	\$350.00	\$1,750.00
50	5.00	EA	0500 - FURNISH AND PLANT 15 GALLON TREE REFER TO THE GENERAL TREE PLANTING SPECS	\$350.00	\$1,750.00
51	5.00	EA	0510 - FURNISH AND PLANT 30 GALLON TREE REFER TO THE GENERAL TREE PLANTING SPECS	\$650.00	\$3,250.00
52	5.00	EA	0520 - FURNISH AND PLANT 65 GALLON TREE	\$1,000.00	\$5,000.00

REVISED PER ADDENDUM # 1

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

Page 10

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122900

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			REFER TO THE GENERAL TREE PLANTING SPECS		
53	5.00	EA	0530 - FURNISH AND PLANT 100 GALLON TREE	\$ 2,200.00	\$ 11,000.00
			REFER TO THE GENERAL TREE PLANTING SPECS		
54	5.00	EA	0540 - FURNISH AND PLANT 200 GALLON TREE	\$ 3,400.00	\$ 17,000.00
			REFER TO THE GENERAL TREE PLANTING SPECS		
55	10.00	EA	0550 - VEGETATION WATERING OF UP TO 65 GALLON TREE(S) ON AN AS NEEDED BASIS	\$ 300.00	\$ 3,000.00
56	10.00	EA	0560 - VEGETATION WATERING OF PLANTER(S) ON AN AS NEEDED BASIS	\$ 300.00	\$ 3,000.00
57	10.00	EA	0570 - VEGETATION WATERING OF UP TO 65 GALLON TREE(S),	\$ 300.00	\$ 3,000.00
			SERVICE IS FOR EACH TREE (2) TIMES A WEEK FOR A (12) MONTH PERIOD PRICE PER TREE		
58	10.00	EA	0580 - VEGETATION WATERING OF PLANTER(S), SERVICE IS FOR EACH PLANTER (2) TIMES A WEEK FOR A (12) MONTH PERIOD PRICE PER PLANTER	\$ 300.00	\$ 3,000.00

REVISED PER ADDENDUM # 1

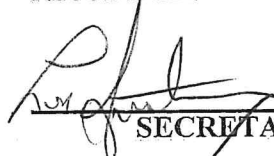
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Bayou Tree Service
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Bayou Tree Service, Inc.
INCORPORATED, DULY NOTICED AND HELD ON 6/6/18,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Lee Stansbury, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.


SECRETARY-TREASURER
6/7/18
DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF LouisianaPARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Lee Stansberry, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized officer of Bayou Tree Service (Entity), the party who submitted a bid in response to Bid Number 50-00122900, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

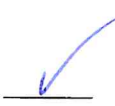
Choice B ✓

there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

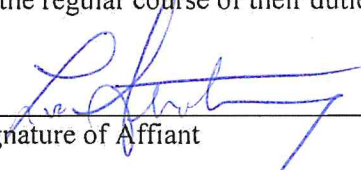
Choice B  _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

Lee Stausberry
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 29th DAY OF May, 2018.


Notary Public

Sheree Kerner
Printed Name of Notary

144791
Notary/Bar Roll Number

My commission expires with life.

Sheree L. Kerner
Notary Public
State of Louisiana, Parish of Jefferson
Notary #144791
My Commission Expires with Life

[Print](#)

Notary Search - Detail

Name: MS. SHEREE KERNER
Address: 12 AZALEA CT.
METAIRIE, LA 70005

Phone: (504) 812-9076
Phone 2: (504) 812-9076

Notary ID Number: 144791
Parish: JEFFERSON with STATEWIDE JURISDICTION
Agency: N/A
Notary Type: Non Attorney
Status: Active

Commission Date: 07/05/2016
Oath Date: 06/30/2016
Surety Expiration Date: 06/28/2021
Annual Report Current: Yes

Notary Events

Pre-Assessment Registration Date: 03/21/2016 -

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

[Back to Search Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aparicio Walker and Seeling, Inc. 4501 W. Napoleon Ave. Suite 200 Metairie LA 70001	CONTACT NAME: Ashley Travis		
	PHONE (A/C, No, Ext): 504-378-3652	FAX (A/C, No): 504-267-9247	
	E-MAIL ADDRESS: atravis@awsinc.com		
INSURED Bayou Tree Service, Inc. 264 Industrial Avenue Jefferson LA 70121	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : *AmTrust Ins Co. of Kansas Inc		15954
	INSURER B : *American Interstate Insurance		31895
	INSURER C : *AIG Specialty Insurance Co.		
	INSURER D : *Republic Fire&Casualty Ins Co		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1833106521**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		KPP1029258 03	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		FCA1000200-00	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EBU015867606	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Product/Completed Ops \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	SVWCLA2689582018	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Workers Compensation Policy contains the following endorsements: Longshore and Harbor Workers' Compensation Coverage Endorsement, Form WC000106A; Blanket Waiver of Our Right To Recover From Others Endorsement, Form WC00313 & Form WC990313.

The General Liability Policy contains the following endorsements: Additional Insured--Owners, Lessees, or Contractors--Completed Operations, When Required in Construction Agreement with You, CG20330413; Waiver of Transfer of Rights of Recovery Against Others To Us - Blanket, 33-07120105 and GL990210LA1017 LA; Liability Expansion Endorsement, CG330839; Primary and Noncontributory-Other Insurance Condition, When Required in Construction Agreement with You, Form 3308611106.

See Attached...

CERTIFICATE HOLDER Jefferson Parish (Purchasing Department) General Government Building 200 Derbigny St. Suite 4400 Gretna LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Frank E. Seeling III</i>
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aparicio Walker and Seeling, Inc.		NAMED INSURED Bayou Tree Service, Inc. 264 Industrial Avenue Jefferson LA 70121	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Commercial Auto Policy contains the following endorsements: Commercial Auto Expansion Endorsement: Waiver of Transfer of Rights of Recovery Against Others To Us & Designated Insured-Blanket as required by written contract; Additional Insured, as Required by written contract or agreement, CA9901870715.

The Commercial Umbrella policy contains the following wording: Umbrella policy is follow form based on the coverage on the underlying policies. Therefore if underlying includes additional insured or waiver of subrogation the Umbrella includes as follow form. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by Scheduled Underlying Insurance. Any person, organization, trustee or estate to whom you are obligated by a written Insured Contract to provide insurance such as is afforded by this policy, but only with respect to: liability arising out of operations conducted by you or on your behalf; facilities owned or used by you; or liability arising solely from your acts or omissions. The coverage granted in this provision does not apply to any liability which arises solely from the acts or omissions of such person, organization, trustee or estate; The most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written Insured Contract to provide insurance such as is afforded by this endorsement is the lesser of the Limits of Insurance shown in of the Declarations or the minimum Limits of Insurance you agreed to procure in such written Insured Contract. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

BID NUMBER 50-00122900

Two Year Contract for Tree Work Including Planting, Removal, Trimming, Pruning, Stump Removal and Hauling Tree Debris for the Jefferson Parish Department of Public Works - Parkways



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aparicio Walker and Seeling, Inc. 4501 W. Napoleon Ave. Suite 200 Metairie LA 70001	CONTACT NAME: Ashley Travis	
	PHONE (A/C, No, Ext): 504-378-3652	FAX (A/C, No): 504-267-9247
	E-MAIL ADDRESS: atravis@awsinc.com	
INSURED Bayou Tree Service, Inc. 264 Industrial Avenue Jefferson LA 70121	INSURER(S) AFFORDING COVERAGE	
	INSURER A: *AmTrust Ins Co. of Kansas Inc	
	INSURER B: *American Interstate Insurance	
	INSURER C: *AIG Specialty Insurance Co.	
	INSURER D: *Republic Fire&Casualty Ins Co	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1833106521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KPP1029258 03	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			FCA1000200-00	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EBU015867606	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Product/Completed Ops \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	SVWCLA2689582018	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Workers Compensation Policy contains the following endorsements: Longshore and Harbor Workers' Compensation Coverage Endorsement, Form WC000106A; Blanket Waiver of Our Right To Recover From Others Endorsement, Form WC00313 & Form WC990313.

The General Liability Policy contains the following endorsements: Additional Insured—Owners, Lessees, or Contractors—Completed Operations, When Required in Construction Agreement with You, CG20330413; Waiver of Transfer of Rights of Recovery Against Others To Us - Blanket, 33-07120105 and GL990210LA1017 LA; Liability Expansion Endorsement, CG330839; Primary and Noncontributory-Other Insurance Condition, When Required in Construction Agreement with You, Form 3308611106.

See Attached...

CERTIFICATE HOLDER Jefferson Parish (Purchasing Department) General Government Building 200 Derbigny St. Suite 4400 Gretna LA 70053	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Frank E. Seeling III</i>
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aparicio Walker and Seeling, Inc.		NAMED INSURED Bayou Tree Service, Inc. 264 Industrial Avenue Jefferson LA 70121	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Commercial Auto Policy contains the following endorsements: Commercial Auto Expansion Endorsement: Waiver of Transfer of Rights of Recovery Against Others To Us & Designated Insured-Blanket as required by written contract; Additional Insured, as Required by written contract or agreement, CA9901870715.

The Commercial Umbrella policy contains the following wording: Umbrella policy is follow form based on the coverage on the underlying policies. Therefore if underlying includes additional insured or waiver of subrogation the Umbrella includes as follow form. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by Scheduled Underlying Insurance. Any person, organization, trustee or estate to whom you are obligated by a written Insured Contract to provide insurance such as is afforded by this policy, but only with respect to: liability arising out of operations conducted by you or on your behalf; facilities owned or used by you; or liability arising solely from your acts or omissions. The coverage granted in this provision does not apply to any liability which arises solely from the acts or omissions of such person, organization, trustee or estate; The most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written Insured Contract to provide insurance such as is afforded by this endorsement is the lesser of the Limits of Insurance shown in of the Declarations or the minimum Limits of Insurance you agreed to procure in such written Insured Contract. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

BID NUMBER 50-00122900

Two Year Contract for Tree Work Including Planting, Removal, Trimming, Pruning, Stump Removal and Hauling Tree Debris for the Jefferson Parish Department of Public Works - Parkways

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bayiou Tree Service, Inc.
264 Industrial Avenue
Jefferson, LA 70121

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company
9500 Arboretum Blvd., Suite 100
Austin, TX 78759

OWNER:

(Name, legal status and address)

Jefferson Parish Purchasing Department
200 Derbigny Street; General Government Building Suite 4400
Gretna, LA 70053

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% GAB)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Bid Number 50-00122900; Two Year Contract for Treework including Planting, Removal, Trimming, Pruning, Stump Removal and Hauling Tree Debris for the Jefferson Parish Department of Public Works-Parkways

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of June 2018

(Witness)

(Witness)

Bayiou Tree Service, Inc.

(Principal)

(Title) Chris Fabre, Vice-President

Merchants Bonding Company

(Surety)

(Title) Ryan D. Martiny, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@ala.org.

061110

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Frank E Seeling IV; Ryan D Martiny

of Metairie and State of Louisiana their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of November, 2014.



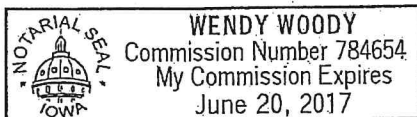
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of November, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of June 2018.



William Warner Jr.
Secretary

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. **Bid number 50-00122900, TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS**

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Lee Stansbury CEO, hereby certify on
(name and title of bidder's official)

behalf of Bayou Tree Service that:
(name of bidder)

- (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 any 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 sub awards at all tiers (including subcontracts, sub grants, 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 is 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.

Executed this 7th day of June, 2018.

By [Signature]
(signature of authorized official)

CEO
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. **Bid number 50-00122900, TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS**

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Ike Stausberry CEO
(Name and Title of bidder's official)

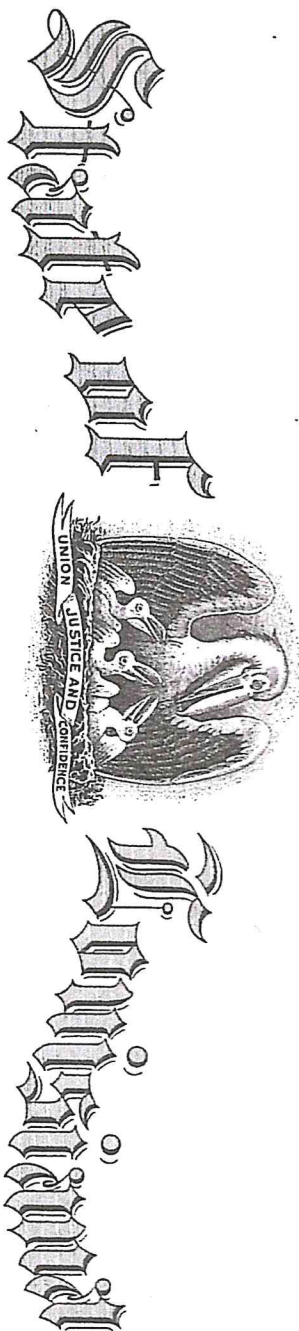
Bayou Tree Service
(Name of bidder/company)

264 Industrial Ave
(Address)
Jefferson, LA 70121
(Address)

PHONE (504) 837-8733 FAX (504) 835-8187

EMAIL I.Stausberry@bayoutree.com

[Signature] Signature 6/7/18 Date



State Licensing Board for Contractors

This is to Certify that:

BAYOU TREE SERVICE, INC.
264 Industrial Avenue
Jefferson, LA 70121

is duly licensed and entitled to practice the following classifications

SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION



Expiration Date: August 15, 2018

License No: 21307

Witness our hand and seal of the Board dated,
Baton Rouge, LA 16th day of August 2015

William S. MacO
Director

Joe M. Scott
Chairman

This License Is Not Transferrable

Andy D. Young
Secretary-Treasurer

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (225) 925-3787, FAX (225) 925-3760

Be it known, that effective **January 01, 2018** through **December 31, 2018** having complied with all relevant requirements of the Louisiana Revised Statutes, the entity named below is hereby authorized to engage in the business of **GROUND APPLICATOR OWNER-OPERATOR**.


BAYOU TREE SERVICE INC
264 INDUSTRIAL AVENUE
JEFFERSON LA 70121

DISPLAY IN A PROMINENT PLACE.



Commissioner

License No. 00054262





Jefferson Parish

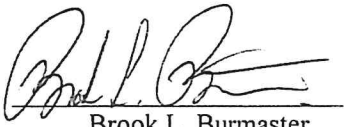
Department of Public Works Parkways

1901 Ames Blvd. Marrero, LA. 70072
(504) 349-5800

Be it known, that effective **April 1, 2018 through March 31, 2019** having complied with all relevant requirements of the Jefferson Parish Ordinance No. 21243, the individual named below is hereby licensed to practice in the Parish of Jefferson in the following profession(s):

License(s):	Arborist	18-1157
	Landscape Horticulturist	18-2534

Lee Stansberry
c/o Bayou Tree Service, Inc.
264 Industrial Avenue
Jefferson, LA 70121
(504) 837-TREE


Brook L. Burmaster
Director of Parkways

DISPLAY IN A PROMINENT PLACE.

LICENSE NO. JP-001

FOR PUBLIC DISPLAY - NOT TRANSFERABLE

ISSUED BY

SHERIFF AND EX-OFFICIO TAX COLLECTOR-JEFFERSON PARISH, LOUISIANA

2018 Occupational License Tax

|||||

BAYOU TREE SERVICE INC
PO BOX 850197
NEW ORLEANS, LA 70185



License # 45714506

Account # 11155197

Location Address

264 INDUSTRIAL AVE
JEFFERSON, LA

Business Class 236220

Commercial and Institutional Building Construction

License Class 1740

Retail Mdse/Service/Rental/etc

Tax	Interest	Penalty	Other	Total	Payment
\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00	\$5,400.00

Joseph P. Lopinto, III

JOSEPH P. LOPINTO, III
SHERIFF & TAX COLLECTOR

Gregory A. Ruppert

Gregory A. Ruppert, Director
Bureau of Revenue and Taxation

Pursuant to Jefferson Parish Code of Ordinances Chapter 35, Article VI, Section 35-153, the issuance of this occupational license to the person or firm named hereon is a receipt for payment of said tax and entitles the recipient to operate a business at the location shown, provided said business is operated within the confines of the application thereof, and does not violate any parish or state criminal, health, or zoning laws. This license will expire December 31, 2018.

RENEWAL APPLICATIONS ARE DUE PRIOR TO MARCH 1.

LOUISIANA DEPARTMENT OF
AGRICULTURE & FORESTRY

CERTIFICATION CARD
COMMERCIAL PESTICIDE APPLICATOR

LANCE STANSBERRY
616 PAILET AVE
HARVEY LA 70058

00109866

Exp. Date: 12/31/2018



Mike Strain

MIKE STRAIN, DVM COMMISSIONER

CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

3-Ornamental & Turf Pest Control
6-Right-Of-Way & Industrial Pest
GS-General Standards

RECERTIFY BY

12/10/2018
12/10/2018
12/10/2018

SIGNATURE: _____

LDAF EMERGENCY HOTLINE: 855-452-5323
LA POISON CONTROL CENTER: 800-222-1222

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2018 through 01/31/2019 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST

18-2076

LANCE D STANSBERRY
616 PAILET AVE
HARVEY LA 70058

Mike Strain
Commissioner

DISPLAY IN A PROMINENT PLACE

LDAF ID: 109866

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural & Environmental Sciences, 5825 Florida Blvd., Suite 3002, Baton Rouge, LA 70806, (225) 952-8100, FAX (225) 925-3760

Be it known, that effective 02/01/2018 through 01/31/2019 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST

18-1157

LANDSCAPE HORTICULTURIST

18-2534

LEE CHRISTOPHER STANSBERRY
208 11TH STREET
GRETN A LA 70053

Mike Strain
Commissioner

DISPLAY IN A PROMINENT PLACE

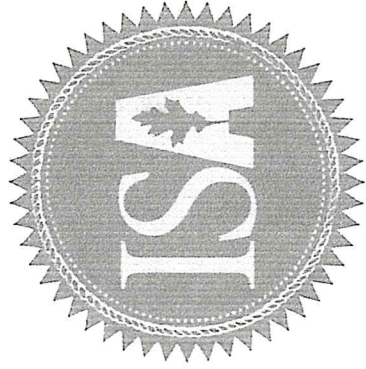
LDAF ID: 42909

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Joseph Albert Fallas, Jr.

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kinsman

Certification Board, Chair
International Society of Arboriculture

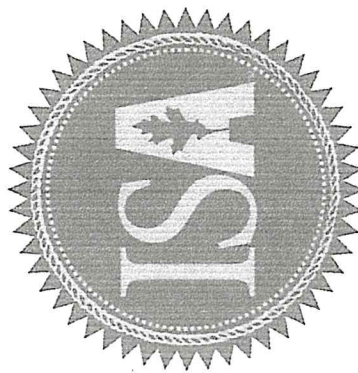
SO-7318A	Mar 02, 2016	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Randolph Elstrott

Having successfully completed the requirements set by the Arborist Certification
Board of the International Society of Arboriculture,
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

A handwritten signature in dark ink, appearing to read "J. Skiera".

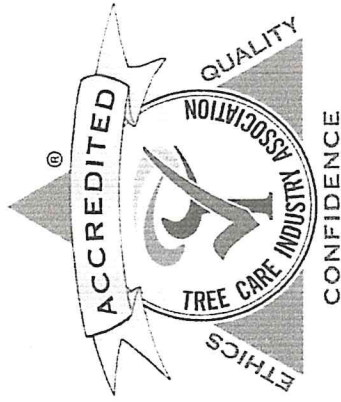
A handwritten signature in dark ink, appearing to read "Kevin Marlage".

Kevin Marlage
Director of Professional Development
International Society of Arboriculture

SO-1204A	21 Oct 1995	31 Dec 2019
Certification Number	Certified Since	Expiration Date

***Bayou Tree Service, Inc.
Jefferson, Louisiana***

Is Accredited by the Tree Care Industry Association for:



- ☒ Adherence to ethical business practices;
- ☒ Compliance with industry standards for safety and performance; and,
- ☒ Provision of quality service.

***Bayou Tree Service, Inc.,
Jefferson Louisiana***

has maintained Accredited status in good standing since 3/3/2010.

This annual Accreditation certificate is valid through 3/3/2016.

11/21/2013

Date

Robert Rouse

Robert Rouse, VP of Industry Standards & Credentialing

From: Lee Stansberry
Sent: Monday, June 11, 2018 10:54 AM
To: Lee Stansberry
Subject: IMG_3400.jpg

1

22850

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Bayou Tree Service, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 264 Industrial Avenue	
	City, state, and ZIP code Jefferson, LA 70121	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	
Social security number 72 - 0888457	Employer identification number 72 - 0888457

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Charles J. Fala</i> Date ▶ 5-21-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)[Log In](#)[Create an Account](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

Bayou Tree Service, Inc.

DUNS: 064676729 CAGE Code: 0GJ71

Status: Active

Expiration Date: 07/21/2018

Purpose of Registration: All Awards

264 Industrial Ave
New Orleans, LA, 70121-2904,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Bayou Tree Service, Inc.
Business Type: Business or Organization
Last Updated By: Chris Fabre
Registration Status: Active
Activation Date: 07/21/2017
Expiration Date: 07/21/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.13.20180427-1347

WWW6

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

📍 2525 Quail Drive, Baton Rouge, 70808 📞 (225) 765-2301 💬 Text-To-Verify: 1 (855) 999-7896 

Louisiana State Licensing Board for Contractors

Contractor Information

Business Name BAYOU TREE SERVICE, INC. ✓
Mailing Address 264 Industrial Avenue
Jefferson, LA 70121
Phone Number (504) 837-8733
Fax Number (504)835-8187
Website http://

Active Licenses

License Number 21307 ✓
Type Commercial License
Status LICENSED
Effective 08/16/2015
Expiration 08/15/2018
First Issued 08/15/1986

Classifications

Class	Qualifying Party	Parishes
BUSINESS AND LAW	Benton, John C.	ALL
✓ SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION	Benton, John C.	ALL



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

June 6, 2018

ADDENDUM # 1

Bid No.: 50-00122900

Bid Opening Date: June 12, 2018, 2:00 pm

For: TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS

- ❖ ADDITIONS TO BID FORM: This addendum hereby revises and replaces the original bid form and is attached hereto. Bidders must submit this revised bid form with their submission. Failure to do so will result in bid rejection.

Items 0550, 0560, 0570, and 0580 have been added to the bid form. The revised bid form is attached and labeled, "REVISED PER ADDENDUM # 1." The revised bid form replaces the original bid form and must be submitted with bid submission.

Sincerely,

Melissa Ovalle

Melissa Ovalle, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

REVISED PER ADDENDUM # 1

INVITATION TO BID

DATE: 6/06/2018

THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00122900

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: MOVALLE@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 6/12/2018 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

BID NO.: 50-00122900

Page: 2

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

REVISED PER ADDENDUM # 1

DATE: 6/06/2018

BID NO.: 50-00122900

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

3,4,5,6,8,10,11,12,13,15,16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

DATE: 6/06/2018

BID NO.: 50-00122900

Page: 4

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000122900 - TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING
PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND
HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT
OF PUBLIC WORKS - PARKWAYS**

Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

09-May-2018 03:18:12 PM



Bid Number 50 - 00122900

**TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING,
REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING
TREE DEBRIS FOR THE JEFFERSON PARISH
DEPARTMENT OF PUBLIC WORKS - PARKWAYS**

BID DUE: June 12, 2018, 2:00 PM

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Melissa Ovalle
Buyer Email: movalle@jeffparish.net
Buyer Phone: (504) 364-2687**



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

Other Changes Continued:

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must produce final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

Two (2) Year Contract for Tree Work for the Jefferson Parish Department of Public Works - Parkways

This is a two (2) year contract for tree work, including planting, removal, trimming, pruning, stump removal, and hauling tree debris once tree work is completed for the Jefferson Parish Department of Public Works – Parkway.

This contract shall remain in effect for the twenty-four (24) month period or until cancelled in writing by Jefferson Parish with-in thirty (30) days by written notice.

BID BOND:

A bid bond in the amount of 5% of the total bid is due with bid submission.

PERFORMANCE BOND:

A performance bond in the amount of 100% of the contract is required at the signing of the formal contract.

LOUISIANA STATE CONTRACTOR'S LICENSE REQUIREMENT:

A Louisiana State Contractor's License must be provided in one of the following categories:

- Building Construction
- Highway, Street and Bridge Construction
- Heavy Construction
- Municipal and Public Works Construction
- Specialty in Landscaping, Grading and Beautification

The above LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.

LICENSE AND CERTIFICATION REQUIREMENT:

All licenses are required to be valid through the contract term.

Bidder in providing copies of said Licenses, certifies that any and all required Licenses are compliant with all applicable rules and regulations, as promulgated by the issuing authority, governing the issuance, and associated use of said Licenses.

Contractor must be licensed and bonded by the Louisiana Horticulture Commission, as an arborist, under applicable state law; Act 127 of 1965 as amended by Act 574 of 1974.

A copy of the Louisiana Department of Agriculture & Forestry – Louisiana Horticulture Commission License is required in all of the following categories:

- Arborist License (a copy is required with the bid submission.)
- Utility Arborist License (a copy is required with the bid submission.)
- Landscape Horticulturist License (a copy is required with the bid submission.)

A copy of the front and back of each license above is required with bid submission or the bid response will be deemed non-responsive and rejected.

International Society of Arboriculture (ISA) Certification:

A copy of the front of the ISA certificate is required with bid submission or the bid response will be deemed non-responsive and rejected.

Jefferson Parish License:

Vendor has to obtain a Jefferson Parish License within ten (10) days after the award of the contract. The license information can be found at www.jeffparish.net under the Parkways Department. There is a \$35 fee for this license made payable to Jefferson Parish Parkways Department.

LIQUIDATED DAMAGES:

Liquidated Damages will be charged for the value of a tree removed that was not specified on the work order.

Liquidated Damages of fifty dollars (\$50) per day, per crew will be charged for not reporting to work the day following receipt of a new work-order.

The contractor shall be charged liquidated damages of fifty dollars (\$50) per crew, per day that a work order is not completed within five (5) days.

Stumps remaining after the five (5) day period will result in liquidated damages of fifty dollars (\$50) per day that will be charged from the time the Department of Parkways contacts the contractor.

If wood and brush are left at the job site overnight, liquidated damages of fifty dollars (\$50) per day will be charged starting from the time the Department of Parkways contacts the contractor.

Department of Parkways will notify the contractor of any problems with the submitted work orders by phone or in writing. Liquidated Damages as stated in this specification will be deducted from the amount of the invoice.

SAFETY:

Bidders must meet the general standards of safety set forth in Sections 1, 2, 3 and 3.2 exclusive of those requirements set forth in Paragraphs 3.2.2 of ANSI-Z133,1.

EQUIPMENT:

Contractors should base their bids on the following equipment requirements and shall agree to have the corresponding number of crews working full time (as needed by the Department of Parkways): **two (2) aerial trucks, two (2) chippers and two (2) crews with three (3) men per crew.**

The contractor must provide proof of ownership or lease agreements for equipment specified above with bid submission. Complete sets of equipment are required from the contractor with bid submission. Failure to provide with bid submission will result in a bid rejection.

TREE TRIMMING & REMOVAL – SPECIFICATIONS:

The contractor shall submit a bid based on a typical, unspecified tree within each of the categories of trees listed.

The work under these specifications shall be for the pruning and removal of parish owned trees as follows.

- Pruning is defined by the National Arborist Association to be "Class II-Medium Pruning".

- Removal is to include both the tree and the stump.
- All work shall be done according to the rules of the arboricultural practices as set forth the publications "Standards for Pruning Shade Trees", (Published by the National Arborist Association, 1750 Old Meadow Road, Mclean, Virginia 22101) and "Safety Requirements for Tree Pruning, Trimming, Repairing or Removal" (ANSI-Z122,1) Published by American National Standards Institute, Incorporated, 1430 Broadway, New York, New York 10018.
- Contractor agrees to be bound to all applicable provisions of state and parish laws concerning tree work, as well as policy decisions of the Department of Parkways.
- Contractor agrees to hold the Parish of Jefferson harmless for all liability that may be incurred under this contract and shall sign a "Hold Harmless" agreement to this effect should it be required by the Parish.

The field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

All wood and brush cut down must be hauled away within the same day that it is cut. No material resulting from tree trimming and removal operations may be deposited at the Parkways nursery area. Dump fees, if any, are the responsibility of the contractor.

Spurs or climbing irons cannot be used on any of the trees, except those approved for removal by the Director of Parkways, or his representative.

All sterilized cutting tools will be at the direction of the Director of Parkways or his representative. Denatured alcohol or anti-freeze can be used for this sterilization.

All cuts are to be made leaving the branch collar intact. No stubbing of branches is allowed. Either the branch must be pruned entirely, or cut off to a substantial lateral. Tearing, ripping, or pulling of branches is prohibited. Only hand saws, power saws or tools, pole saws or pruners are to be used to make cuts. No portable electric tools are to be used in any trimming work, thus omitting Paragraph 6.1 of ANSI-Z133, 1. Paragraph 6.2 and 6.3 shall apply, however.

All dead, fungus or insect infested branches down to one inch (1") diameter should be cut off to a healthy crotch, so that healthy tissue surrounds the final cut. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be pre-cut to prevent splitting. All braches three and one half inches (3-1/2"), or larger should be lowered to the ground by ropes.

Suckers, water sprouts, or vines that originate either on the trunk and major branches or are growing from the root system shall be removed flush with the main stems or with the ground.

Wires, cables, metal objects, etc., that are embedded in or are girdling branches are to be removed during the course of this work. Any problems caused by utility lines should be reported to the Director of Parkways and system owner.

All open loads of debris must be covered and tied down with tarpaulins, or equal when transported on public streets according to the applicable state and parish laws and Paragraph 5.6.2 of the ANSI Standard.

Pruning:

Pruning is defined by the National Arborist Association to be "Class II-Medium Pruning". In no instance will topping be employed on any tree, but rather directional pruning and drop crotching. Safety requirement of ANSI, Section 5, 8 and 9 (exclusive of paragraphs of sections expressly deleted) shall regulate the work.

Pruning heights will be included on the work order for each tree. Parkways standard pruning height for truck and parade routes is eighteen (18) feet. Parkways standard pruning height for residential streets is fourteen (14) feet, unless stated differently on the work order.

Branches:

Branches rubbing on roofs or sides of houses should be removed entirely, if possible, to the main trunk or principal lateral, in such a way that at least a ten (10) foot clearance between the tree and the house is provided.

Branches damaged by vehicles are to be removed to a substantial lateral branch that will project future growth in the proper direction without weakening the branch.

Branches interfering with street lights and traffic signals should be trimmed to provide for three (3) feet of clearance around the light. The traffic signals are to be visible by motorists for at least one hundred fifty feet (150') away from any given traffic signal.

Grinding:

Grinding and removal of all stumps which result from tree removal operations shall be ground and removed within five (5) working days from the date that the tree was removed. Any exceptions to this five (5) day requirement must be approved in writing by the Department of Parkways. Stumps and visible surface roots must be ground to six inches (6") below ground line. Upon conclusion of the stump grinding all resulting holes, indentations, etc. shall be back filled by the contractor so that the work site conforms in elevation to the surrounding area. Moreover, any wood chips, sawdust, etc. shall be removed from the work site by the contractor immediately upon conclusion of his work and sidewalk shall be broom swept clean.

WORK ASSIGNMENTS:

All trees submitted to the contractor shall be referenced using a municipal address unless special instructions state otherwise on the work order. If the contractor is not certain which trees are to be trimmed at an address he should contact the Director of Parkways or his representative prior to beginning any work at that address. The contractor will not be paid for the work if a crew trims a tree not specified on the work order. Work orders may be sent by fax as long as the contractor provides the Parkways Department with an operable telephone number. A signed copy must be faxed back to the Parkways Department, prior to work proceeding.

The contractor shall receive work assignments in writing. These forms shall include the date, species, locations, size, class, trim height, the unit price per tree and total dollar amount for all work. This work order must be signed by an authorized representative of the Department of Parkways and the contractor when issued. The Department of Parkways will notify the contractor when he may begin working and the contractor must pick up the first work order within two (2) working days. The contractor will be held responsible for any special instructions included on a work order.

The contractor shall be required to begin working in five (5) working days upon receipt of a work order. Extenuating circumstances may be taken into consideration, if the Department of Parkways is notified in writing. If the contractor fails to respond to an issued work order, as defined above, the contractor shall be notified in writing by the Department of Parkways that the terms of the contract are not being fulfilled and may be held in default of the contract.

The contractor shall be given five (5) working days to complete a work order. If the contractor fails to complete an issued work order, as defined above, the contractor shall be notified in writing by the Department of Parkways that the terms of the contract are not being fulfilled and may be held in default of the contract. Extenuating circumstances may be taken into consideration, if the Department of Parkways is notified in writing.

All final decisions on any phase of this work will be made by the Director of Parkways.

WORKING TIME:

Full-time is defined as working at least an eight (8) hour day within the hours of 7:00 AM and 6:00 PM, Monday through Friday. Any work performed outside these times must be pre-approved by the Department of Parkways in writing.

EMERGENCY HOURLY RATE:

The emergency hourly rate is all inclusive.

INVOICING:

The contractor shall submit invoices to the Department of Parkways, 1901 Ames Blvd., Marrero, LA 70072. These invoices shall be submitted upon completion of all work issued by each individual work order. Invoices will be inspected and any property damage as a direct result of the contractor's work will be corrected before invoices are processed for payment.

SAFETY:

Protection of traffic and pedestrians – The contractor shall arrange work so that the sidewalks will be safe for pedestrians and the streets will be safely passable for vehicular traffic. Contractors must comply with existing traffic ordinances and coordinate directly with Department of Public Work or Jefferson Parish Sheriff's Department for any traffic control or vehicular problem. The contractor must put out signs that meet Louisiana Department of Transportation Standards to notify approaching motorists.

Public Utilities – The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2 of the ANSI Standards shall apply specifically.

Conduct of Contractor – The use of drugs or alcohol is prohibited while working on parish property. Soliciting and performing private work is prohibited while working on parish trees.

STUMP GRINDING – SPECIFICATIONS:

Remove stumps and root mass which have been uprooted or causing a danger to public or private property. This will include right of ways in front of residences, businesses, medians, servitudes on the East Bank and West Bank of Jefferson Parish.

Work shall be supervised by Louisiana Department of Agriculture licensed arborists and International Society of Arboriculture (ISA) certified arborists. The proof of the arborists having a license by the Louisiana Department of Agriculture and International Society of Arboriculture (ISA) certification will be required with bid submission. Reference the **LICENSE AND CERTIFICATION REQUIREMENT** section of specifications.

Contractor shall be able to respond within twenty-four (24) hours of notification by Jefferson Parish.

Supervising arborists should have knowledge and familiarity with Jefferson Parish to map out zoning and work areas.

Vendor shall grind stumps to a depth of 6" below the average grade of the existing ground and shall also grind any exposed roots that are adjacent and a part of the stump that is to be ground.

Bids shall be for each stump and price shall include any and all related costs of grinding as well as the roots associated with the stump. No extra payments will be authorized for any item(s).

Mulch left as a result of the grinding must be removed to a level of the existing grade and disposed of properly.

Once grind is complete and excess mulch has been removed, the area shall be raked to an even grade to closely match the existing grade.

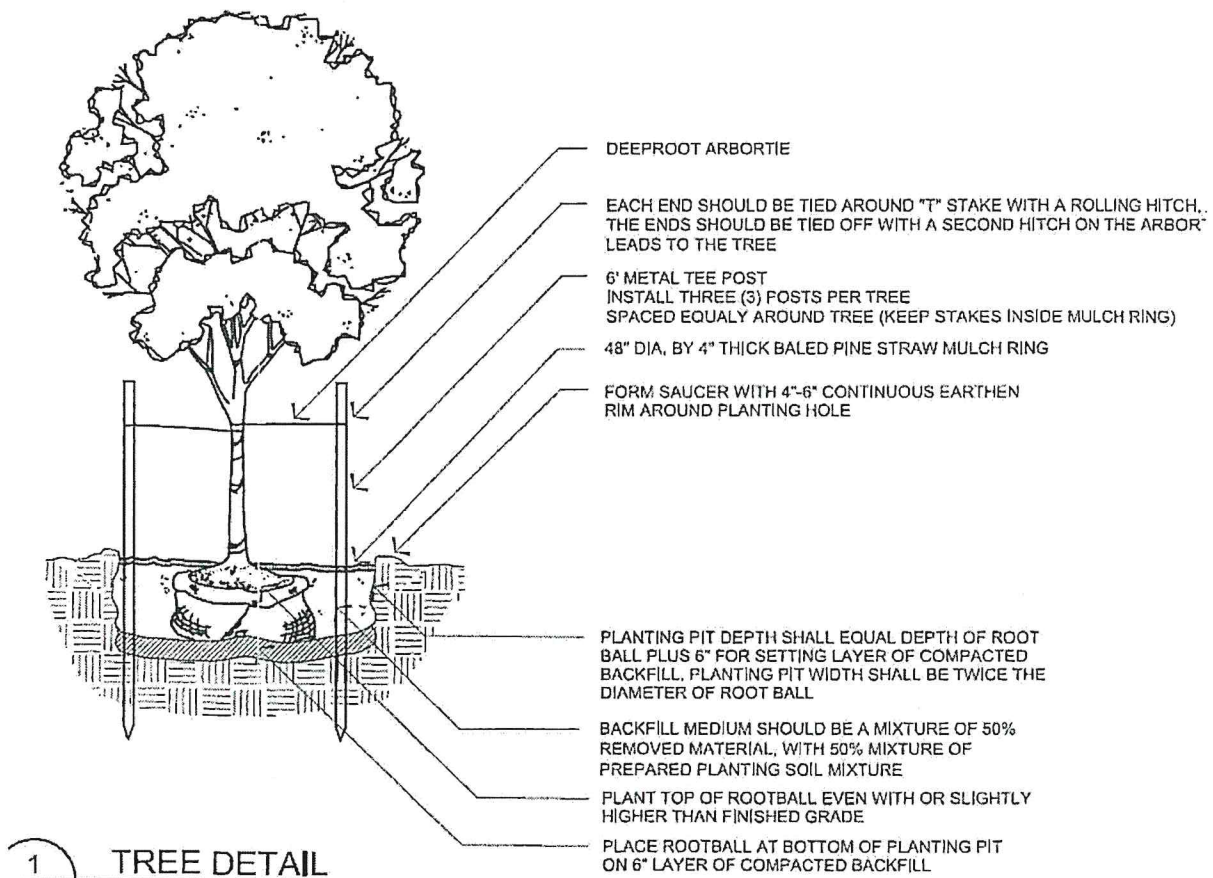
Sidewalks, driveways and streets shall be swept clean of grinding debris.

TREE PLANTING – SPECIFICATIONS:

Trees must be planted with a minimum of 2 – 3 stakes and with the use of arbor ties. Tree ring may vary depending on the size of the tree. Mulch may vary depending on the size of the tree.

Species of trees to be used are as follows: Oak, Cypress, Magnolia, Hollies, Pistachio, Crepe Myrtles, and Elms.

The vendor must maintain the tree for a minimum of three (3) months to ensure that the tree has taken to its environment. The vendor must warrant the tree for one (1) year to ensure health and quality.



DATE: 5/09/2018
BID NO.: 50-00122900

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: MOVALLE@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 6/12/2018 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3,4,5,6,8,10,11,12,13,15,16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

Non-Public Works Bid Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

STANDARD INSURANCE REQUIREMENTS – PUBLICLY ADVERTISED BIDS

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the advertised bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE**☒ WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

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FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

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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

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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.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each

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classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

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contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Federal Agency and/or Jefferson Parish 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall

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maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

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the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

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construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

(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 40 hours in such workweek unless such laborer or mechanic

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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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish 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 contract, 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 subparagraph (2) of this paragraph.

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of

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plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the

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acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal*

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agency except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

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(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

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The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary

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may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

(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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) 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:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

ACCESS TO RECORDS

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. **Bid number 50-00122900, TWO (2) YEAR CONTRACT FOR TREE WORK INCLUDING PLANTING, REMOVAL, TRIMMING, PRUNNING, STUMP REMOVAL AND HAULING TREE DEBRIS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - PARKWAYS**

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, 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.

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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