



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000147742 5 YEAR CONTRACT TO FURNISH ALL NECESSARY
INCIDENTALS TO PROVIDE TERMITE BAITING TREATMENT SYSTEMS
FOR VARIOUS HEAD START LOCATIONS FOR JEFFERSON PARISH
COMMUNITY ACTION PROGRAMS (JEFFCAP)**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

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Bid Number 50-00147742

**5 YEAR CONTRACT TO FURNISH ALL NECESSARY INCIDENTALS TO
PROVIDE TERMITE BAITING TREATMENT SYSTEMS FOR VARIOUS
HEAD START LOCATIONS FOR JEFFERSON PARISH COMMUNITY
ACTION PROGRAMS (JEFFCAP)**

BID DUE: APRIL 17, 2025 AT 11:00 AM

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 on the Purchasing
Department's eProcurement site, www.jeffparishbids.net, by the bid due date
and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist: Stacey Champagne
Email: stacey.champagne@jeffparish.gov
Phone: 504-364-2688**

**LABOR FOR A FIVE (5) YEAR CONTRACT TO PROVIDE SENTRICON
TERMITE BAITING TREATMENT SYSTEM FOR SUB-TERRAIN TERMITES
FOR TWO (2) LOCATIONS OF THE JEFFERSON COMMUNITY ACTION
PROGRAMS (JEFFCAP) HEAD START BIRTH TO FIVE CENTERS**

Section 1.0 – Site Visits:

All prospective bidders can schedule a site visit through Tachel Ferguson, JeffCAP Administrative Assistant, at (504) 736-6160 or (504) 736-6900 or email at Tachel.ferguson@jeffparish.gov or Kraig Kennedy, JeffCAP Property Manager, at (504) 364-2692 or kraig.kennedy@jeffparish.gov between 8:00a.m. to 4:00p.m. Monday thru Friday.

Section 2.0 – Scope of Work:

We extend this bid to provide labor, materials, delivery, equipment and all other incidentals necessary to provide a five (5) year contract for the Sentricon termite baiting treatment system at various Head Start Birth to Five Centers, for the Department of Jefferson Community Action Program (JeffCAP).

- Jutland Head Start: 1821 Jutland Drive, Harvey, 504.349.5500
- Lapalco Head Start: 2001 Lincolnshire Drive, Marrero, 504.349.5185
- River Ridge Head Start: 11312 Jefferson Highway, River Ridge, 504.731.6850
- Terrytown Head Start: 2315 Park Place, Terrytown, 504.736.6850

Section 3.0 – License Requirements:

A copy of the front and, if applicable, a copy of the back of all licenses and endorsements listed below shall be submitted with bid submission. Please submit this information with the bid submission to ensure the bid is responsive.

3.1 Licenses issued by the Louisiana State Department of Agriculture and Forestry:

- Structural Place of Business Permit
- Structural Pest Control License
- Structural Registration Certification Card for each employee
- Termite Control LP3 License

Note:

An updated copy of each license listed above shall be provided to the Jefferson Parish Department of JeffCAP Head Start Birth-5 every July during the contract period. Failure to provide this information could result in the cancellation of the contract.

Section 4.0 – Quantities/Inspection:

Bidders shall inspect each location and perform their own measurements to determine the proper quantity of labor and materials required to fulfill this contract.

Section 5.0 – Submittals:

If the bidder intends to provide materials equal to or better than the owner-specified materials, the following shall be provided with the bid submission. Provide the requested information with your bid to ensure the bid is deemed responsive.

- Manufacturer's catalog data
- Detail sheets
- Specifications of product

Section 6.0 – Bid Specifications:

- Perform an initial termite inspection of the interior and exterior of the facility.
- Within five (5) working days after the initial termite inspection, the successful bidder shall submit a typed report listing the location of any active termites found to the Department of JeffCAP Head Start Birth-5. A list of e-mail addresses will be provided to the successful bidder at the "Start of Work" conference.
- Within ten (10) working days after the initial termite inspection, the successful bidder shall submit an "Inspection Graph" with the location of each baiting station to the Department of JeffCAP Head Start Birth-5. A list of e-mail addresses will be provided to the successful bidder at the "Start of Work" conference. See Attachment "A" for a sample.
- The treatment plan shall be in accordance with all rules and regulations set forth by the Louisiana Department of Agriculture and Forestry Department and the Structural Pest Control Commission.

6.1 In-Ground Bait Station:

- Supply and install Sentricon® termite bait treatment system with Recruit® HD termite bait tubes.
- Sentricon® termite bait treatment system shall be installed ten feet apart in soil and fifteen feet apart in concrete/asphalt areas.
- Drilling into concrete or asphalt shall be included in this bid.
- Successful bidder shall perform an inspection and re-baiting (if applicable) every four months for the duration of the contract.
- Within five (5) days of the inspection and re-baiting (if applicable), the successful bidder shall submit a typed report to the requesting department listing all findings during the inspection.

6.2 Above-ground Bait Stations:

- In the event active termites are found inside the facility during the initial treatment and inspection, the successful bidder shall supply and install Sentricon® Recruit® AG bait stations in these locations.

- In the event of active termites being found inside the facility, the successful bidder shall supply and install at no additional cost to the owner Sentricon® Recruit® AG bait stations at each location within 48 hours of discovery.
- Bidder shall monitor all above-ground bait stations monthly until termites are no longer active.

Section 7.0– Working Hours:

The work to be performed can be scheduled during regular working hours, Monday thru Friday, 7:00 a.m. thru 3:00 p.m. In the event of services needed outside these hours, the successful bidder can schedule an appointment with the Department of JeffCAP Head Start Birth-5.

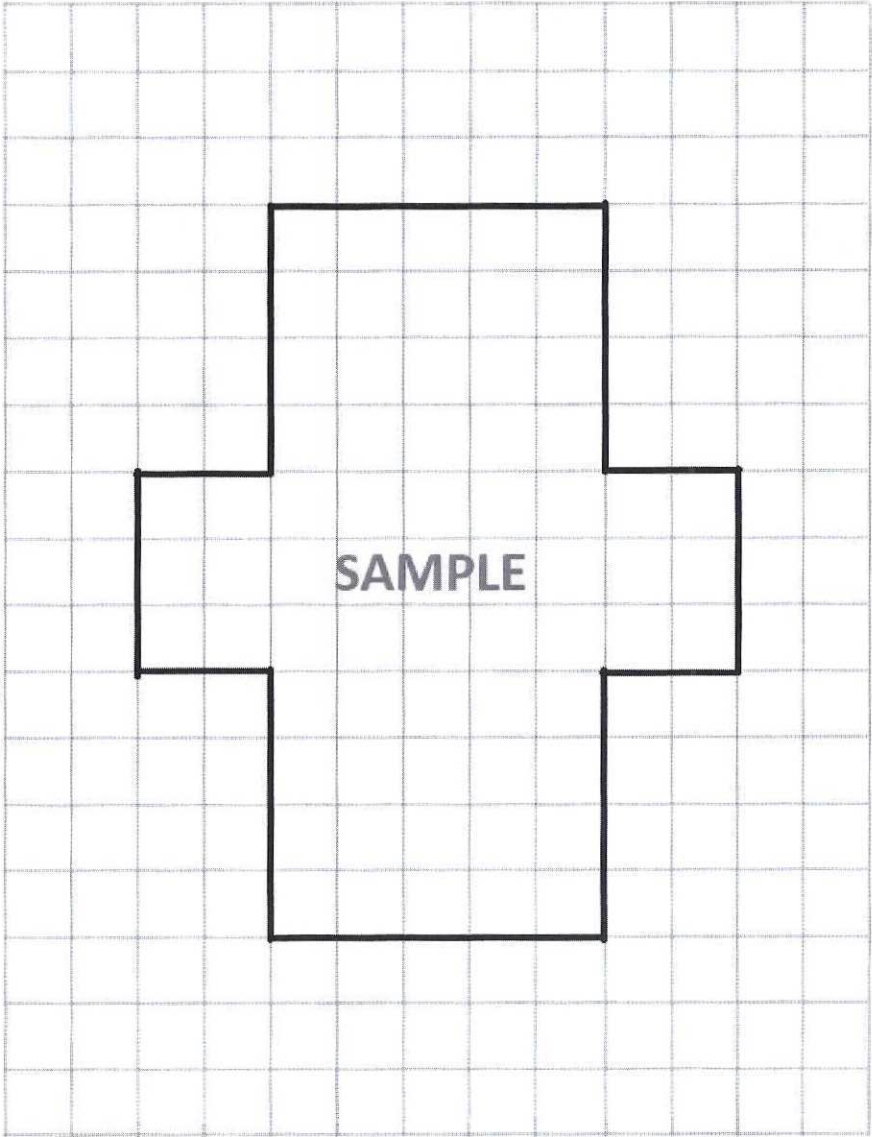
Section 8.0 – Start of Work Conference and Notice to Proceed:

A “Start of Work Conference” shall be held between the successful bidder and the owner before any work commences.

No materials shall be ordered until the successful bidder receives a written “Notice to Order” from the Department of JeffCAP Head Start Birth-5.

No work shall be performed until the successful bidder receives a written “Notice to Proceed” to begin work from the Department of JeffCAP Head Start Birth-5.

Attachment “A”



STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, 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 **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her 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 the 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 Parish of Jefferson, 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 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 Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it 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.

With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. 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**

Limits of not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

☒ **BUSINESS AUTOMOBILE LIABILITY**

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. 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 - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE - An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **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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CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 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 in

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

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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

(For all awarded construction contracts with a value greater than \$2,000.00)

(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 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

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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 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.*

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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 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

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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 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.

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(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 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

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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.

(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 the Federal Agency 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.

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(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 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.

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(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

(if 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 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

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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 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.

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(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 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

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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.

(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

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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

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

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(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 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

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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)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide 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."

BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit prior to award.)

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 \$100,000.00 shall certify and disclose accordingly.

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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>.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal reimbursement. As such this 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 prior to award. (BID#50-00147742 - 5 YEAR CONTRACT TO FURNISH ALL NECESSARY INCIDENTALS TO PROVIDE TERMITE BAITING TREATMENT SYSTEMS FOR VARIOUS HEAD START LOCATIONS FOR JEFFERSON PARISH COMMUNITY ACTION PROGRAMS (JEFFCAP)

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

(d) Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

(b) For purposes of this section:

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal reimbursement. As such this 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 prior to award. (BID#50-00147742 - 5 YEAR CONTRACT TO FURNISH ALL NECESSARY INCIDENTALS TO PROVIDE TERMITE BAITING TREATMENT SYSTEMS FOR VARIOUS HEAD START LOCATIONS FOR JEFFERSON PARISH COMMUNITY ACTION PROGRAMS (JEFFCAP)

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

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

CONFLICT OF INTEREST

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

BUY AMERICAN PROVISION

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

Definition of domestic commodity or product: the term 'domestic commodity or product' means -

- * An agricultural commodity that is produced in the United States; and
- * A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal reimbursement. As such this 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 prior to award. (BID#50-00147742 - 5 YEAR CONTRACT TO FURNISH ALL NECESSARY INCIDENTALS TO PROVIDE TERMITE BAITING TREATMENT SYSTEMS FOR VARIOUS HEAD START LOCATIONS FOR JEFFERSON PARISH COMMUNITY ACTION PROGRAMS (JEFFCAP))

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - 1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Bruno Milanese, hereby certify on
(name and title of bidder's official)

behalf of Bay Pest Control Company, Inc. 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 16TH day of April, 2025.

By Bruno Milanese
(signature of authorized official)

President
(title of authorized official)



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.

Bruno Milanese

(Name and Title of bidder's official)

Bay Pest Control Company, Inc.

(Name of bidder/company)

6820 Washington Avenue

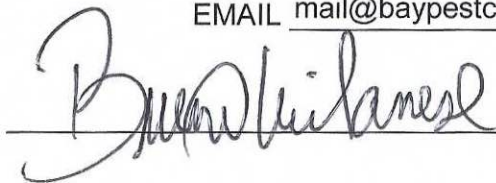
(Address)

Ocean Springs, MS 39564

(Address)

PHONE 228-875-8908 FAX 228-875-1627

EMAIL mail@baypestcontrol.net



Signature April 16, 2025

Date

DATE: 4/11/2025

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00147742

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
SCHAMPAGNE@jeffparish.net

Bids will be received until 11:00 AM, 4/17/2025

LATE BIDS WILL NOT BE ACCEPTED

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. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA – R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE AND MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

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. 136353 as amended. A copy of these resolutions 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://www.jeffparish.gov/464/Purchasing> and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://www.jeffparish.gov/464/Purchasing> 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. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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 local 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. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. 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. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

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

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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

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 alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. 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.

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.

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

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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.

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 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://www.jeffparish.gov/464/Purchasing>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

4,5,10,13,16

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 Building Permits. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Building Permits. 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 electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
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. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Written approval for any deviation, must be submitted with your bid submission. Failure to comply with this instruction will result in bid rejection.
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. All sureties must be in original format (no copies). When 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 an as needed basis contract. 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions 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 is 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 owed 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 to 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, and report to Owner the amount of taxes not incurred.

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.

DATE: 4/11/2025

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00147742

JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
SCHAMPAGNE

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

4/18/2025

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

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 by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 11032

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: Bay Pest Control Company, Inc.	
SIGNATURE: (Must be signed here)	TITLE: President
PRINT OR TYPE NAME: Bruno Milanese	
ADDRESS: 6820 Washington Avenue	
CITY, STATE: Ocean Springs, MS	ZIP: 39564
TELEPHONE: (228) 833-4229	FAX: (228) 875-1627
EMAIL ADDRESS: mail@baypestcontrol.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 19,286.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147742

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			5 YEAR CONTRACT TO FURNISH ALL NECESSARY INCIDENTALS TO PROVIDE TERMITE BAITING TREATMENT SYSTEMS FOR VARIOUS HEAD START LOCATIONS FOR JEFFERSON PARISH COMMUNITY ACTION PROGRAMS (JEFFCAP)		
1	1.00	EA	0001-LAP COST TO INSTALL TERMITE BAITING AROUND THE OUTER PERIMETER OF STRUCTURE (YEAR 1 OF CONTRACT) LAPALCO HEAD START 2001 LINCOLNSHIRE DRIVE MARRERO, LA 70072 JUTLAND HEAD START 1821 JUTLAND DRIVE HARVEY, LA 70058 RIVER RIDGE 11312 JEFFERSON HWY RIVERRIDGE, LA 70123 TERRYTOWN HEAD START 2315 PARK PLACE TERRYTOWN, LA 70056	\$ 5,020.00	\$ 5,020.00
2	8.00	EA	0002-LAP COST FOR ANNUAL INSPECTION AND TREATMENT (YEARS 2 THRU 5 OF CONTRACT) LAPALCO HEAD START 2001 LINCOLNSHIRE DRIVE MARRERO, LA 70072	\$ 500.00	\$ 2,000.00
3	2.00	EA	0003-JUT COST TO INSTALL TERMITE BAITING AROUND THE OUTER PERIMETER OF STRUCTURE (YEAR 1 OF CONTRACT) JUTLAND HEAD START 1821 JUTLAND DRIVE HARVEY, LA 70058	\$ 3,450.00	\$ 3,450.00
4	1.00	EA	0004-JUT COST FOR ANNUAL INSPECTION AND TREATMENT (YEARS 2 THRU 5 OF CONTRACT)	\$ 345.00	\$ 1,380.00
5	1.00	EA	0005-RR COST TO INSTALL TERMITE BAITING AROUND THE OUTER PERIMETER OF STRUCTURE (YEAR 1 OF CONTRACT)	\$ 1,840.00	\$ 1,840.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147742

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
6	1.00	EA	<p>RIVER RIDGE 11312 JEFFERSON HWY RIVERRIDGE, LA 70123</p> <p>0006-RR COST FOR ANNUAL INSPECTION AND TREATMENT (YEARS 2 THRU 5 OF CONTRACT)</p>	\$ 184.00	\$ 736.00
7	1.00	EA	<p>RIVER RIDGE 11312 JEFFERSON HWY RIVERRIDGE, LA 70123</p> <p>0007-TER COST TO INSTALL TERMITE BAITING AROUND THE OUTER PERIMETER OF STRUCTURE (YEAR 1 OF CONTRACT)</p>	\$ 3,292.00	\$ 3,292.00
8	1.00	EA	<p>TERRYTOWN HEAD START 2315 PARK PLACE TERRYTOWN, LA 70056</p> <p>0008-TER COST FOR ANNUAL INSPECTION AND TREATMENT (YEARS 2 THRU 5 OF CONTRACT)</p> <p>TERRYTOWN HEAD START 2315 PARK PLACE TERRYTOWN, LA 70056</p> <p>***PER ATTACHED SPECIFICATIONS***</p> <p>TO SCHEDULE A SITE VISIT CONTACT: TACHEL FERGUSON (504)736-6160 OR (504)736-6900 KRAIG KENNEDY (504) 364-2692</p> <p>SITE VISITS CAN BE SCHEDULED BETWEEN 8:00 AM TO 4:00 PM, MONDAY THRU FRIDAY</p>	\$ 392.00	\$ 1,568.00



April 16, 2025

Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 4400
Bid #50-00147742

Quote for Services

RE: Bid #50-00147742 - Alternative Bait Station Proposal

Thank you for allowing Bay Pest Control Company, Inc. to quote termite bait stations for Jefferson Parish Community Action Program buildings. Bay Pest Control would like to propose Advance Termite Bait Stations as a substitute for Sentricon termite bait stations. Please see the attached submittals.

If you have any further questions, please do not hesitate to contact our office.

Thank you,

Bruno Milanese
Bay Pest Control
(833) 305-4229

SPECIMEN

Trelona[®]

Compressed Termite Bait

NOT FOR INDIVIDUAL RESALE.

- Termite Bait Cartridge (TBC)
- For use by individuals/firms licensed or registered by the state to apply termiticide products. States may have more restrictive requirements regarding qualifications of persons using this product. Consult the structural pest control regulatory agency of your state prior to use of this product with questions you may have.
- A termite bait that may be used in an integrated management program for the protection of structures against subterranean termites.

ACTIVE INGREDIENT:

Novaluron: 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoro-methoxyethoxy)

phenyl]-3-(2,6-difluorobenzoyl) urea 0.50%

OTHER INGREDIENTS: 99.50%

TOTAL: 100.00%

Contains 0.5 grams of novaluron per 100 grams of formulation

U.S. Patent No. 8,720,108

EPA Reg. No. 499-557

EPA Est. No.

**KEEP OUT OF REACH OF CHILDREN
CAUTION/PRECAUTION**

Refer to full label for **First Aid, Precautionary Statements,**
Directions For Use, Conditions of Sale and Warranty, and state-specific use site restrictions.

NET WEIGHT:

BASF Corporation
26 Davis Drive
Research Triangle Park, NC 27709



We create chemistry

Trelona[®]

Compressed Termite Bait

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U.S. Patent No. 8,720,108

EPA Reg. No. 499-557

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN CAUTION/PRECAUCION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

Refer to full label for **First Aid, Precautionary Statements,**
Directions For Use, Conditions of Sale and Warranty, and state-specific use site restrictions.

In case of an emergency endangering life or property involving this product,
call day or night 1-800-832-HELP (4357).

NET WEIGHT:

FIRST AID	
If in eyes	<ul style="list-style-type: none"> • Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing. • Call a poison control center or doctor for treatment advice.
HOTLINE NUMBER	
<p>Have the product container or label with you when calling a poison control center or doctor or going for treatment. For non-emergency general information on this pesticide product (including health concerns or pesticide incidents), you may call 1-800-832-HELP (4357), 24 hours per day, 7 days per week.</p>	

Precautionary Statements

Hazards to Humans and Domestic Animals

CAUTION. Causes moderate eye irritation. Avoid contact with eyes or clothing. Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Environmental Hazards

The active ingredient in this product is extremely toxic to aquatic invertebrates. **DO NOT** place in any area where, because of the movement of water, it could be washed into a body of water containing aquatic life, such as ponds or streams.

Directions For Use

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

Read the **Use Directions** carefully before using this product. This product is part of a termite baiting system and is intended for use in BASF approved bait stations which may be purchased from most professional pest control product distributors. Use of this bait in any other type of station or system not approved by BASF is prohibited. Call 1-800-777-8570 for assistance in using this product or any other components of the termite baiting system.

When inspected and replenished per label **Use Directions**, this product provides on-going structural protection through colony elimination; however, conditions or circumstances beyond the control of the user (competing insects, flooding events, cold weather, presence of alternative food sources, etc.) may alter the time needed to achieve structural protection.

STORAGE AND DISPOSAL

DO NOT contaminate water, food or feed by storage or disposal.

Pesticide Storage

Store in a cool, dry (preferably locked) area, in a place that is inaccessible to children and animals.

Pesticide Disposal

Product not disposed of by use according to label directions should be wrapped in paper and placed in a trash can. If these wastes cannot be disposed of according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container Handling

Nonrefillable container. DO NOT reuse or refill this container. Offer for recycling if available. If recycling is not available, place container in trash.

In Case of Emergency

In case of large-scale spill of this product, call:

- CHEMTREC 1-800-424-9300
- BASF Corporation 1-800-832-HELP (4357)

In case of medical emergency regarding this product, call:

- Your local doctor for immediate treatment
- Your local poison control center (hospital)
- BASF Corporation 1-800-832-HELP (4357)

Station Installation

Install stations around a structure such that, except where sufficient access to the ground is not available, the maximum interval between any two stations does not exceed 20 feet. If the distance between 2 points of accessible ground around the structure exceeds 30 feet, it may be advisable to form 1 or more openings in the inaccessible surface to facilitate baiting between the accessible areas.

To install a station, excavate a hole in the ground approximately the same size and dimensions as those of the station. Insert the station and maximize contact between the exterior of the station and the soil. This will increase the probability of termite entrance into the station. If the station is inserted into an opening created through a hardened construction surface (such as concrete, asphalt, etc.), insert station below the surface (in contact with the ground) and seal securely.

Install stations within approximately 5 feet of points of known, probable, or suspected termite foraging activity and in other areas that provide conditions conducive to termite activity. Such areas may include concentrations of cellulose-containing debris in contact with the ground, such as mulch, wood scraps, areas of moderate soil moisture, shaded areas, areas containing plant root systems, bath traps, visible termite foraging tubes, or other evidence of termite activity or conducive conditions. Relocate or modify the station location to prevent water from collecting in the station by, for example, creating a sump area under the installed station or at the bottom of the cavity. If termites have permanently abandoned the station due to excessive moisture, remove the saturated bait and re-bait the station with fresh bait at that time or after the excess moisture condition has abated.

If the structure has an accessible crawl space, stations can be installed in the crawl space in lieu of or in addition to installing stations around the structure; however, either the interior or the exterior of the crawl space must contain a complete set of stations, as defined by this label. Stations can be installed within a slab structure in existing or created openings in the slab surface through which ground is accessible and into which the station can be installed in a secure manner.

Once termite activity has occurred at a station and bait consumption has begun, it may be advisable, depending on the rate of bait consumption in that station and nearby stations, to install 1 or more supplemental stations in the immediate vicinity (up to 5 feet) of the infested station(s) in order that bait consumption by the colony be maximized.

Use Directions

Pre-construction Use

In Florida, for use as a stand-alone preventative treatment for new construction, use two 124 gram cartridges in every bait station around structure.

This product can be used for preventative treatment (before signs of infestation) of new structures (as a substitute for, and in lieu of, pre-construction soil treatment). Place stations around the outside of the structure only after the final exterior grade is established (and preferably after landscaping is completed).

Post-construction Use

This product can be used for remedial treatment of infested existing structures or for preventative treatment (before signs of infestation) of existing structures.

Pre-baiting

Pre-baiting is a process by which termite activity is established at a location prior to the application of bait at that location. Use BASF approved pre-bait to establish activity in the station. Inspect pre-baited stations every 120 days. Inspections cannot take place more than 30 days beyond the required interval unless cold temperatures persist (average daily mean exterior air temperature below 50°F). Termite feeding activity is typically reduced under low temperature conditions making it difficult to accurately assess termite activity. The operator should always make allowances for local circumstances when considering increasing elapsed time between inspections. If there is termite activity in a pre-baited station, make bait continuously available for colony consumption by removing the pre-bait and placing this product in the station. Refer to **Table 1. Baiting Inspection Intervals** for details.

Direct Baiting

This product can be placed in stations at any time prior to termite activity (direct baiting), with or without the presence of termites. Refer to **Table 1. Baiting Inspection Intervals** for details.

Table 1. Baiting Inspection Intervals

Inspection Interval	Cartridges Required
120 Days*	One 124 gram cartridge
Annual	Every bait station must contain: Two 124 gram cartridges

Inspection intervals must comply with state regulations where applicable.

Shorter inspection intervals may be warranted if termite activity indicates complete consumption of the bait in a station before the scheduled inspection.

Inspections cannot take place more than 30 days beyond the required interval unless cold temperatures persist (average daily mean exterior air temperature below 50°F). Termite feeding activity is typically reduced under low temperature conditions making it difficult to accurately assess termite activity. The operator should always make allowances for local circumstances when considering increasing elapsed time between inspections.

- **DO NOT** allow more than 6 months to pass between inspections for the 120 day inspection interval.
- **DO NOT** allow more than 15 months to pass between inspections for the annual inspection interval.

* After feeding has stopped, and there has been no activity for one year, inspect the stations every 6 months.

Inspecting Stations and Replacing Bait

To inspect a station, remove the cover and visually examine the cartridges for the presence of termites, being careful to minimize disturbance in the case that termites are present. If it appears that >1/3 of a bait cartridge in the station has been consumed, replace that cartridge with a new cartridge. If termites are not present, inspect bait for excessive decay. Replace excessively decayed bait and securely close the station cover.

Transitioning from 120 Day to Annual Inspection Interval in Baited Stations

Alternatively, baited stations on a 120 day inspection interval may be switched to an annual inspection interval if all contents are removed from the stations and replaced with two **Trelona® Compressed Termite Bait** cartridges. All stations around the structure must contain two **Trelona Compressed Termite Bait** cartridges or the inspection period cannot exceed 120 days. Inspection of bait treatments made with this product must be done according to the inspection intervals listed in **Table 1. Baiting Inspection Intervals**.

Non-structure Spot Treatment

This product can also be applied or used as a spot treatment in areas not associated with structures or buildings, such as around trees, wood piles, landscaping elements, railroad track beds, at the edge of property lines and other areas where termite activity is known or suspected. Such treatments may be made alone or in combination with an additional method of termiticide treatment. To provide a non-structure spot treatment, install one or more bait station(s) in the soil at or near points of known or suspected termite activity. Non-structure spot treatment baiting may be discontinued at any time at the discretion of the applicator. Inspection of bait treatments made with this product must be done according to the inspection intervals listed in **Table 1. Baiting Inspection Intervals**.

Supplemental Treatments

If a soil-applied liquid or granular termiticide treatment is performed in conjunction with installation of the bait system, **DO NOT** treat the area where stations are installed (preferably not within 2 feet of stations). Because the use of bait may be a multi-step process, localized treatment using soil applied termiticide to the structure infested with active termites at the time of baiting may provide more immediate control of termites in those parts of the structure. Preventative spot treatments to critical areas of soil or wood may be performed in conjunction with station installation. **DO NOT** treat directly on top of installed stations with a repellent insecticide during routine general pest or perimeter applications.

This product can be applied or used as a supplemental treatment in, underneath, and around structures or buildings to kill termites in support of or as a supplement to a termiticide product labeled for and applied as a stand-alone termiticide treatment. This includes pre- and post-construction soil termiticide treatments labeled for providing structural protection. This product may also be used in combination with an additional termiticide treatment as a supplemental treatment in areas not associated with structures or buildings, such as around trees, wood piles, landscaping elements, railroad track beds, and other areas where termite activity is known or suspected. Inspection of bait treatments made with this product must be done according to the inspection intervals listed in **Table 1. Baiting Inspection Intervals**.

Conditions of Sale and Warranty

The **Directions For Use** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Ineffectiveness or other unintended consequences may result because of such factors as environmental conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer. BASF warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the **Directions For Use**, subject to the inherent risks, referred to above. **TO THE EXTENT CONSISTENT WITH APPLICABLE LAW: (A) BASF MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY, (B) BUYER'S EXCLUSIVE REMEDY AND BASF'S AND SELLER'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT, AND (C) BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.** BASF and the Seller offer this product, and the Buyer and User accept it, subject to these **Conditions of Sale and Warranty** which may be varied only by agreement in writing signed by a duly authorized representative of BASF.

PCS915

Trelona is a registered trademark of BASF.

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000499-00557.20200205.NVA 2020-04-466-0021

Based on: NVA 2019-04-466-0079

Supersedes: NVA 2017-04-466-0142

BASF Corporation
26 Davis Drive
Research Triangle Park, NC 27709



We create chemistry



We create chemistry

Safety Data Sheet

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1. Identification

Product identifier used on the label

Trelona Compressed Termite Bait

Recommended use of the chemical and restriction on use

Recommended use*: crop protection product, insecticide

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:

BASF Canada Inc.
5025 Creekbank Road
Building A, Floor 2
Mississauga, ON, L4W 0B6, CANADA

Contact address:

BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932
USA
Telephone: +1 973 245-6000

Emergency telephone number

24 Hour Emergency Response Information

CHEMTREC: 1-800-424-9300

BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

Substance number: 545075

Registration number: EPA Registration number: 499-557

Synonyms: Novaluron

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

No need for classification according to GHS criteria for this product.

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Hazards not otherwise classified

Labeling of special preparations (GHS):

This product is not combustible in the form in which it is shipped by the manufacturer, but may form a combustible dust through downstream activities (e.g. grinding, pulverizing) that reduce its particle size.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard: 29 CFR Part 1910.1200

Benzamide, N-[[[3-chloro-4-[1,1,2-trifluoro-2-(trifluoromethoxy)ethoxy]phenyl]amino]carbonyl]-2,6-difluoro-

CAS Number: 116714-46-6

Content (W/W): 0.5 %

Synonym: RIMON TECHNICAL

Microcrystalline cellulose

CAS Number: 9004-34-6

Content (W/W): > 95.0%

Synonym: Cellulose, hydrolyzate

4. First-Aid Measures

Description of first aid measures

General advice:

Remove contaminated clothing.

If inhaled:

Keep patient calm, remove to fresh air.

If on skin:

Wash thoroughly with soap and water

If in eyes:

Wash affected eyes for at least 15 minutes under running water with eyelids held open.

If swallowed:

Rinse mouth and then drink 200-300 ml of water.

Most important symptoms and effects, both acute and delayed

Symptoms: (Further) symptoms and / or effects are not known so far

Hazards: (Further) symptoms and / or effects are not known so far

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Symptomatic treatment (decontamination, vital functions).

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5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
water spray, dry powder, foam

Unsuitable extinguishing media for safety reasons:
water jet, carbon dioxide

Special hazards arising from the substance or mixture

Hazards during fire-fighting:
hydrogen fluoride, carbon dioxide, nitrogen oxides, acid halides
The substances/groups of substances mentioned can be released in case of fire.

Advice for fire-fighters

Protective equipment for fire-fighting:
Wear self-contained breathing apparatus and chemical-protective clothing.

Further information:

Evacuate area of all unnecessary personnel. Contain contaminated water/firefighting water. Do not allow to enter drains or waterways. Dusty conditions may ignite explosively in the presence of an ignition source causing flash fire.

6. Accidental release measures

Further accidental release measures:

Avoid dispersal of dust in the air (e.g. by clearing dusty surfaces with compressed air). Avoid the formation and build-up of dust - danger of dust explosion. Dust in sufficient concentration can result in an explosive mixture in air. Handle to minimize dusting and eliminate open flame and other sources of ignition.

Personal precautions, protective equipment and emergency procedures

Use personal protective clothing. Avoid contact with the skin, eyes and clothing. Remove contaminated clothes, undergarments and shoes immediately. Information regarding personal protective measures, see section 8.

Environmental precautions

Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

For small amounts: Pick up with suitable appliance and dispose of. Pick up with suitable absorbent material (e.g. sand, sawdust, general-purpose binder, kieselguhr). Contain with dust binding material and dispose of.

Cleaning operations should be carried out only while wearing breathing apparatus. Dispose of absorbed material in accordance with regulations. Collect waste in suitable containers, which can be labeled and sealed. Clean contaminated floors and objects thoroughly with water and detergents, observing environmental regulations.

7. Handling and Storage

Precautions for safe handling

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RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Ensure adequate ventilation. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect contents from the effects of light. Protect against heat. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid dust formation. Do not return residues to the storage containers. Follow label warnings even after container is emptied. The substance/ product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:

The relevant fire protection measures should be noted. Fire extinguishers should be kept handy. Avoid all sources of ignition: heat, sparks, open flame. Sources of ignition should be kept well clear. Avoid extreme heat. Keep away from oxidizable substances. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition. Avoid dust formation. Dust in sufficient concentration can result in an explosive mixture in air. Handle to minimize dusting and eliminate open flame and other sources of ignition. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. Dry powders can build static electricity charges when subjected to the friction of transfer and mixing operations. Provide adequate precautions, such as electrical grounding and bonding, or inert atmospheres. Refer to NFPA 654, Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids (2013 Edition) for safe handling.

Conditions for safe storage, including any incompatibilities

Segregate from foods and animal feeds.

Further information on storage conditions: Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed. Protect from temperatures above: 40 °C
Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

8. Exposure Controls/Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Components with occupational exposure limits

Microcrystalline cellulose	ACGIH, US:	TWA value 10 mg/m ³ ;
	OSHA Z1:	PEL 5 mg/m ³ Respirable fraction ;
	OSHA Z1:	PEL 15 mg/m ³ Total dust ;

Advice on system design:

Whenever possible, engineering controls should be used to minimize the need for personal protective equipment. It is recommended that all dust control equipment such as local exhaust ventilation and material transport systems involved in handling of this product contain explosion relief vents or an explosion suppression system or an oxygen deficient environment. Ensure that dust-handling systems (such as exhaust ducts, dust collectors, vessels, and processing equipment) are

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designed in a manner to prevent the escape of dust into the work area (i.e., there is no leakage from the equipment). Use only appropriately classified electrical equipment and powered industrial trucks.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:

Wear respiratory protection if ventilation is inadequate. Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator. For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:

Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:

Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles).

Body protection:

Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:

The statements on personal protective equipment in the instructions for use apply when handling crop-protection agents in final-consumer packing. Wearing of closed work clothing is recommended. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	solid
Odour:	odourless
Odour threshold:	not applicable, odour not perceivable
Colour:	white
pH value:	approx. 6 - 8 (100 g/l, 20 °C) Information based on the main component/s.
Melting point:	approx. > 200 °C The substance / product decomposes. Information based on the main component/s.
Boiling point:	The product has not been tested.
Flash point:	not applicable, the product is a solid
Flammability:	Based on the structure or composition there is no indication of flammability

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Lower explosion limit:	As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Upper explosion limit:	As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Vapour pressure:	The value has not be determined because of the high melting point.
Density:	approx. 0.4 g/cm ³ (20 °C)
Bulk density:	approx. 400 kg/m ³
Vapour density:	not applicable
Partitioning coefficient n-octanol/water (log Pow):	not applicable
Self-ignition temperature:	Based on its structural properties the product is not classified as self-igniting.
Thermal decomposition:	carbon monoxide, carbon dioxide Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. To avoid thermal decomposition, do not overheat. No decomposition if stored and handled as prescribed/indicated.
Viscosity, dynamic:	not applicable, the product is a solid
Solubility in water:	dispersible
Evaporation rate:	not applicable
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Oxidizing properties:

Based on its structural properties the product is not classified as oxidizing.

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

The product is chemically stable.

Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

Conditions to avoid

Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme temperatures. Avoid prolonged exposure to extreme heat. Avoid contamination. Avoid electro-static discharge. Avoid prolonged storage. This product may form an explosive mixture if: 1. the dust is suspended in the atmosphere

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as a dust cloud AND 2. the concentration of the dust is above the lower explosion limit (LEL) AND 3. the limiting oxygen concentration (LOC) is exceeded.

Incompatible materials

strong oxidizing agents

Hazardous decomposition products

Decomposition products:

No hazardous decomposition products if stored and handled as prescribed/indicated., Prolonged thermal loading can result in products of degradation being given off.

Thermal decomposition:

Possible thermal decomposition products:

carbon monoxide, carbon dioxide

Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released. To avoid thermal decomposition, do not overheat.

No decomposition if stored and handled as prescribed/indicated.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Relatively nontoxic after single ingestion. Relatively nontoxic after short-term skin contact. Relatively nontoxic after short-term inhalation.

Oral

Type of value: LD50

Species: rat (female)

Value: > 5,000 mg/kg

Inhalation

Not inhalable due to the physico-chemical properties of the product. No mortality was observed.

Dermal

Type of value: LD50

Species: rat (male/female)

Value: > 5,000 mg/kg

Assessment other acute effects

Assessment of STOT single:

Based on the available information there is no specific target organ toxicity to be expected after a single exposure.

The product has not been tested. The statement has been derived from the properties of the individual components.

Irritation / corrosion

Safety Data Sheet

Trelona Compressed Termite Bait

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Assessment of irritating effects: May cause moderate but temporary irritation to the eyes. May cause slight irritation to the skin.

Skin

Species: rabbit
Result: non-irritant

Eye

Species: rabbit
Result: non-irritant

Sensitization

Assessment of sensitization: Skin sensitizing effects were not observed in animal studies.

Buehler test

Species: guinea pig
Result: Non-sensitizing.

Aspiration Hazard

not applicable

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: The product has not been tested. The statement has been derived from the properties of the individual components. No substance-specific organotoxicity was observed after repeated administration to animals.

Genetic toxicity

Assessment of mutagenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Mutagenicity tests revealed no genotoxic potential.

Carcinogenicity

Assessment of carcinogenicity: The product has not been tested. The statement has been derived from the properties of the individual components. The results of various animal studies gave no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: The product has not been tested. The statement has been derived from the properties of the individual components. The results of animal studies gave no indication of a fertility impairing effect.

Teratogenicity

Assessment of teratogenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

Other Information

Misuse can be harmful to health.

Medical conditions aggravated by overexposure

Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

Safety Data Sheet

Trelona Compressed Termite Bait

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12. Ecological Information

Toxicity

Aquatic toxicity

Assessment of aquatic toxicity:

Very toxic to aquatic life with long lasting effects.

The product has not been tested. The statement has been derived from the properties of the individual components.

Toxicity to fish

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

LC50 (96 h) 0.744 mg/l, *Cyprinus carpio*

LC50 (96 h) > 0.96 mg/l, *Salmo gairdneri*, syn. *O. mykiss*

LC50 (96 h) 0.002 mg/l, *Cyprinodon variegatus*

Aquatic invertebrates

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

EC50 (48 h) 0.00015 mg/l, *Daphnia magna*

LC50 (48 h) 0.00013 mg/l, *Americamysis bahia*

Aquatic plants

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

EC50 (72 h) > 9.68 mg/l (biomass), *Selenastrum capricornutum*

EC50 (14 h) > 0.0754 mg/l, *Lemna minor*

Chronic toxicity to fish

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

No observed effect concentration (47 d) 0.003 mg/l, *Pimephales promelas*

No observed effect concentration (28 d) 0.00616 mg/l, *Salmo gairdneri*, syn. *O. mykiss*

Chronic toxicity to aquatic invertebrates

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

No observed effect concentration (21 d) 0.00003 mg/l, *Daphnia magna*

No observed effect concentration (21 d) 0.00003 mg/l, *Mysidopsis bahia*

Persistence and degradability

Safety Data Sheet

Trelona Compressed Termite Bait

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Assessment biodegradation and elimination (H2O)

The product has not been tested. The statement has been derived from the properties of the individual components.

Bioaccumulative potential

Assessment bioaccumulation potential

Accumulation in organisms is expected.

The product has not been tested. The statement has been derived from the properties of the individual components.

Bioaccumulation potential

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

Bioconcentration factor: 14,431

Mobility in soil

Assessment transport between environmental compartments

The product has not been tested. The statement has been derived from the properties of the individual components.

Information on: Novaluron (ISO) ; 1-[3-chloro-4-(1,1,2-trifluoro-2-trifluoromethoxyethoxy)phenyl]-3-(2,6-difluorobenzoyl)urea

Following exposure to soil, adsorption to solid soil particles is probable, therefore contamination of groundwater is not expected.

Additional information

Other ecotoxicological advice:

Do not discharge product into the environment without control.

13. Disposal considerations

Waste disposal of substance:

Pesticide wastes are regulated. Improper disposal of excess pesticide, spray mix or rinsate is a violation of federal law. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Must be disposed of or incinerated in accordance with local regulations.

Container disposal:

The packaging must not be re-used. Completely empty packaging may be treated as household waste. Consult the product label for additional details.

RCRA:

The waste codes are manufacturer's recommendations based on the designated use of the product. Other use and special waste disposal treatment on customer's location may require different waste-code assignments. This product is not regulated by RCRA.

Safety Data Sheet

Trelona Compressed Termite Bait

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14. Transport Information

Land transport

USDOT

Not classified as a dangerous good under transport regulations

Sea transport

IMDG

Hazard class: 9

Packing group: III

ID number: UN 3077

Hazard label: 9, EHSM

Marine pollutant: YES

Proper shipping name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.
(contains NOVALURON)

Air transport

IATA/ICAO

Hazard class: 9

Packing group: III

ID number: UN 3077

Hazard label: 9, EHSM

Proper shipping name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.
(contains NOVALURON)

Further information

Product may be shipped as non-hazardous in suitable packages containing a net quantity of 5 kg or less under the provisions of various regulatory agencies: ADR, RID, ADN: Special Provision 375; IMDG: 2:10.2.7; IATA: A197; TDS: Special Provision 99(2); 49CFR: §171.4 (c) (2) and also the Special Provision 375 in Appendix B which is regulated in China "Regulations Concerning Road Transportation of Dangerous Goods Part 3: Index of dangerous goods name and transportation requirements" (JT/T 617.3)

15. Regulatory Information

Federal Regulations

Registration status:

Crop Protection TSCA, US released / exempt

EPCRA 311/312 (Hazard categories): Refer to SDS section 2 for GHS hazard classes applicable for this product.

State regulations

State RTK

PA

NJ

CAS Number

9004-34-6

9004-34-6

Chemical name

Microcrystalline cellulose

Microcrystalline cellulose

Labeling requirements under FIFRA

Safety Data Sheet

Trelona Compressed Termite Bait

Revision date: 2023/09/30
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(30573757/SDS_CPA_US/EN)

This chemical is a pesticide product regulated by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label.

CAUTION:

KEEP OUT OF REACH OF CHILDREN.

Hazards to humans and domestic animals.

Causes moderate eye irritation.

Avoid contact with eyes or clothing.

Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

16. Other Information

SDS Prepared by:

BASF NA Product Regulations

SDS Prepared on: 2023/09/30

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

END OF DATA SHEET



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN D V M, COMMISSIONER

Structural Pest Control Commission, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (225) 925-4578, FAX (225) 925-3760

License No. 001Z9F

BAY PEST CONTROL COMPANY INC

Date: 10/01/2024

Permit No: 001Z9F

Phone: (228) 875-8908

Primary Licensee(s):

00237B - BRUNO MILANESE

Phase(s):

LP1 - General Pest Control, LP2 - Commercial Vertebrate Control, LP3 - Termite Control, LP4 - Structural Fumigation

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

Louisiana Department of Agriculture & Forestry

Mike Strain DVM, Commissioner

Structural Pest Control Commission, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806

Be it known that the entity named below has complied with all relevant requirements of the Louisiana Revised Statutes and effective Aug 19, 2024 through Jun 30, 2025 is hereby authorized to engage in **STRUCTURAL PEST CONTROL** in the phases listed.

Primary Licensee(s):

00237B - BRUNO MILANESE

Phase(s):

LP1 - General Pest Control, LP2 - Commercial Vertebrate Control, LP3 - Termite Control, LP4 - Structural Fumigation

BAY PEST CONTROL COMPANY INC

PO BOX 1612
OCEAN SPRINGS MS 39566

Commissioner

DISPLAY IN A PROMINENT PLACE.

Permit No: 001Z9F

2323

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

Agricultural & Environmental Sciences

5825 Florida Blvd., Suite 3003

Baton Rouge, LA 70806



IMPORTANT
OFFICIAL DOCUMENT ENCLOSED

BAY PEST CONTROL COMPANY INC

PO BOX 1612

OCEAN SPRINGS MS 39566



LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN D V M, COMMISSIONER

Structural Pest Control Commission, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806, (255) 925-4578 , FAX (225) 925-3760

STRUCTURAL PEST CONTROL LICENSE:

BRUNO MILANESE
PO BOX 1612
OCEAN SPRINGS MS 39566

Date: 04/05/2024

Permit No: 00237B

Phone: (228) 875-8908

Phase(s) / Categories

LP1 - General Pest Control, LP2 - Commercial Vertebrate Control,
LP3 - Termite Control, LP4 - Structural Fumigation, LP5 - Ship
Fumigation, LP6 - Commodity Fumigation, SGS - Structural General
Standards

Please verify information for correctness. If changes are necessary, make corrections and promptly return to issuing agency.

Louisiana Department of Agriculture & Forestry

Mike Strain DVM, Commissioner

Structural Pest Control Commission, 5825 Florida Blvd., Suite 3003, Baton Rouge, LA 70806

Be it known that the individual named below has complied with all relevant requirements of the Louisiana Revised Statutes and effective **3/30/2024** through the date(s) indicated is hereby authorized to engage in **STRUCTURAL PEST CONTROL** in the phases listed.

Categories

LP1 - General Pest Control
LP2 - Commercial Vertebrate Control
LP3 - Termite Control
LP4 - Structural Fumigation
LP5 - Ship Fumigation
LP6 - Commodity Fumigation
SGS - Structural General Standards

Recertify By

12/31/2027
12/31/2027
12/31/2027
12/31/2026
12/31/2026
12/31/2026
12/31/2027

BRUNO MILANESE
PO BOX 1612
OCEAN SPRINGS MS 39566

Mike Strain
Commissioner

DISPLAY IN A PROMINENT PLACE.

Permit No: 00237B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2025

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 have ADDITIONAL INSURED provisions or 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 Select Insurance Agency, Inc. 676A White Plains Rd. Scarsdale NY 10583	CONTACT NAME: Certificate Department	FAX (A/C, No): 914-337-2219	
	PHONE (A/C, No, Ext): 914-337-2240	E-MAIL ADDRESS: certificates@selectagency.com	
INSURED Bay Pest Control Company, Inc. PO Box 1612 Ocean Springs MS 39566	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Imperium Insurance Company		35408
	INSURER B: Kinsale Insurance Company		38920
	INSURER C: CHUBB Insurance Company		20281
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: BR-849741
BAYPEST-01

COVERAGES

CERTIFICATE NUMBER: 1865627422

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	IIC-GL-07003-04	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y	0100341934-0	12/31/2024	12/31/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	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 type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime		G4750756A 001	12/31/2024	12/31/2025	Employee Dishonesty \$250,000

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

- Bid # 50-00147742

The Parish of Jefferson, it's Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract as additional insured with A waiver of subrogation in favor of the additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

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BAYPEST-01

FUSION7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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.

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PRODUCER
Riemer Insurance Group, Inc.
P O Box 250
Hallandale, FL 33008

CONTACT NAME: Sabrina Duronville

PHONE:

(A/C, No, Ext):

FAX:

(A/C, No):

E-MAIL: sduronville@riemerinsurance.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Technology Insurance Co.

42376

INSURED

Bay Pest Control Company, Inc.
PO Box 1612
Ocean Springs, MS 39566

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	X TWC4537961	1/1/2025	1/1/2026	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pest Control Operations

Re: Bid # 50-00147742.

Waiver of subrogation applies with respects to Workers Compensation, if required in written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

CANCELLATION

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

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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

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PRODUCER  E. G. Warren, Agent State Farm Insurance 1301 Pass Road Gulfport MS 39501-5158		CONTACT NAME: Eric G. Warren PHONE (A/C, No, Ext): 228-864-2060 FAX (A/C, No): 228-863-8732 E-MAIL ADDRESS: eric.warren.lygi@statefarm.com	
INSURED Bay Pest Control Company, Inc 6820 Washington Avenue PO Box 1612 Ocean Springs MS 39566-1612		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: <input type="checkbox"/> INSURER C: <input type="checkbox"/> INSURER D: <input type="checkbox"/> INSURER E: <input type="checkbox"/> INSURER F: <input type="checkbox"/>	
		NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	337 3025-A05-24	01/05/2025	01/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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


Bid # 50-00147742

A waiver of subrogation in favor of The Parish of Jefferson, it's Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

The Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insured

CERTIFICATE HOLDER

CANCELLATION

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

Bay Pest Control Company, Inc.
6820 Washington Avenue
Ocean Springs, MS 39564
1-833-305-4229
228-875-1627- Fax
mail@baypestcontrol.net

Bay Pest Control is licensed in the states of Louisiana, Mississippi, Alabama and Florida. Bay Pest Control has provided pest control services since 1955. (69 + years).

The President of Bay Pest Control, Bruno Milanese, is a **certified Entomologist with over 39 years' experience** in the pest control industry. Bruno Milanese is a veteran, and Bay Pest Control is a **certified Veteran Owned Business**.

Bay Pest Control is a member of the Louisiana Pest Control Association, Mississippi Pest Management Association, Alabama Pest Control Association, Professional Pest Management Association, National Pest Management Association and the Entomological Association of America. Bay Pest Control is certified by the National Pest Management Association to provide Integrated Pest Management to facilities as a Quality Pest Control Professional, a Green Pro Pest Control Professional, a Food Processing and Handling Professional, and is Integrated Pest Management for medical facilities and schools certified.

Bay Pest Control will provide the Jefferson Parish Community Action Program with an ***Integrated Pest Management program***. Bay Pest Control shall adhere to the strictest standards of integrated pest management. All requirements will be met by Bay Pest Control.

Bay Pest Control currently services cities, schools, universities, government buildings, hospitals, day care facilities, research facilities, airports, power plants and many other very sensitive accounts. Bay Pest Control is well versed in servicing several types of facilities and would be an excellent provider of pest control services for the Jefferson Parish Community Action Program.

Bay Pest Control has over (60) full time employees and the Jefferson Parish Community Action Program will have it's own dedicated employee.

The following is a list of key contact personnel and company information:

Bruno Milanese, President

bruno@baypestcontrol.net

228-875-8908 Office

228-990-2226 Cell

Marsha Johnson, Business Manager

marsha@baypestcontrol.net

228-875-8908 Office

Stephen Soldano, LA Region Manager

ssoldano@baypestcontrol.net

504-272-6095 Office

504-402-7810 Cell

Jimmy Gothard, Service Manager

jgothard@baypestcontrol.com

504-272-6095 Office

228-327-4624 Cell

Chris Knear, Quality Control Manager

cknear@baypestcontrol.com

228-875-8908 Office

228-327-4576 Cell

Thank you for your consideration.

ENTOMOLOGICAL SOCIETY OF AMERICA



RECOGNIZES

Bruno V. Milanese

AS AN

ASSOCIATE CERTIFIED ENTOMOLOGIST

AS RECOGNIZED BY THE ESA CERTIFICATION PROGRAM

CERTIFICATION NUMBER *A0764*

CERTIFICATION DATE *10/2/2013*

A handwritten signature in dark ink, appearing to read 'M. A. J. J.', is written over a horizontal line.

DIRECTOR, CERTIFICATION BOARD

October 9, 2013

DATE



10460 North Street Fairfax, VA 22030
703.352.6762 | qualitypro@pestworld.org
www.qualitypro.org

To Whom It May Concern:

I am writing to notify you that Bay Pest Control Company Inc. is QualityPro accredited and has earned the mark of excellence in pest management. As a QualityPro accredited company, «Company» has placed itself in the top echelon of pest management companies in the nation. QualityPro is the credentialing organization endorsed by the National Pest Management Association to encourage professionalism and recognize excellence in the industry. Less than 3% of pest control companies in the US have earned this prestigious designation.

QualityPro accredited companies voluntarily ascribe to a set of qualifications that go above and beyond government requirements. As a potential customer, qualifications that may interest you include:

- Checking employee references and motor vehicle records
- Doing criminal background checks on all employees where permitted by law
- Employing only highly-trained, credentialed employees
- Holding an up-to-date insurance policy
- Maintaining a drug free in the workplace policy
- Truthful and ethical advertising
- Agreeing to periodic audits ensuring adherence to QualityPro standards

The website, www.qualitypro.org, contains more information about what QualityPro is and what it means to your partner in pest management. QualityPro accreditation truly sets Bay Pest Control Company Inc. apart from non-QualityPro accredited companies.

If you have any questions, please call me at 703-352-6762 or e-mail me at qualitypro@pestworld.org.

Sincerely,

Allison Allen, BCE
Executive Director, QualityPro

Expires 1/2026

Endorsed by



QualityPro is administered by the Foundation for Professional Pest Management and endorsed by the National Pest Management Association. QualityPro is an independent organization that develops good business practices and standards for pest management companies in the US and Canada.

QualityPro



Presenting this certificate of excellence to

Bay Pest Control Company, Inc.

in acknowledgment of your continuing efforts toward professional excellence in the pest management industry by meeting the requirements to be a QualityPro accredited company. You have achieved the mark of excellence in pest management.

Endorsed by



NPMAQualityPro.org

OFFICIAL SIGNATURE

EXPIRES

07/30/2025



I am writing to notify you that Bay Pest Control Company Inc. is one of less than 300 companies offering GreenPro certified service. Bay Pest Control Inc. has earned the prestigious GreenPro certification, proving it meets the industry standard for Integrated Pest Management. Only QualityPro accredited companies can offer GreenPro certified service. As a QualityPro accredited company, Bay Pest Control Company Inc. has placed itself in the top echelon of pest management companies in the nation. QualityPro is endorsed by the National Pest Management Association to encourage professionalism and recognize excellence in the industry.

QualityPro accredited companies voluntarily ascribe to a set of qualifications that go above and beyond any state or federal requirements. As a potential consumer of pest management services, qualifications that may interest you include:

- Checking employee references and driving history
- Doing criminal background checks on all employees
- Employing only highly-trained, registered and credentialed employees
- Maintaining a drug-free workplace
- Ensuring that technicians are highly skilled, trained professionals
- Offering a clear, easy-to-understand warranty and termite service agreement
- Maintaining an up-to-date insurance policy
- Truthful and ethical advertising

To offer GreenPro service, a company must take additional steps to prove their professionalism. Every employee performing or selling GreenPro certified service has passed a comprehensive exam dedicated to verifying individual knowledge of Integrated Pest Management.

The website, www.greenpro.org, contains more information about what QualityPro is and what it means to Bay Pest Control Company Inc. The GreenPro certification truly sets them apart from non-QualityPro accredited companies.

If you have any questions, call me at 703-352-6762 or email me at aallen@pestworld.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Allison Allen".

Allison Allen, BCE Executive Director, QualityPro

Expires 1/2026



QualityPro

GREENPRO SERVICE CERTIFICATION



Presenting this certificate of excellence to

Bay Pest Control Company, Inc.

in acknowledgment of your continuing efforts toward professional excellence and environmental awareness in the pest management industry by meeting the requirements to provide GreenPro Certified Service.



A handwritten signature in black ink, appearing to read "A. A. A.", written over a horizontal line.

OFFICIAL SIGNATURE

EXPIRES 07/30/2025