

**Bid Number 50-00147743**

**Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain  
Portable Toilets and Hand Washing Stations In Grand Isle for the  
Department of Emergency Management**

**BID DUE: June 12, 2025 AT 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions  
in the technical specifications and Jefferson Parish Instructions for Bidders and  
General Terms and Conditions. All bids must be received on the Purchasing  
Department's eProcurement site, [www.jeffparishbids.net](http://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: Sean Dumas  
Email: [Sean.Dumas@jeffparish.gov](mailto:Sean.Dumas@jeffparish.gov)  
Phone: 504-364-2808**

BID SPECIFICATIONS – Grand Isle Only

1. A two (2) year contract for the emergency supply of portable toilets and portable hand washing stations for the Jefferson Parish Department of Emergency Management.
2. Vendor must be able to provide 24-hour delivery and pickup, upon request, within 24 hours before and after an anticipated disaster or emergency event. Delivery and pickup will be at various locations throughout Town of Grand Isle.
3. Vendor shall provide 24/7 contact names, telephone numbers and inventory locations of the vendor and/or supplier in order to meet delivery and/or pickup specifications.
4. The quantities of items are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.
5. Vendor shall address and send the invoice to the Department of Emergency Management pursuant to the payment terms negotiated in the agreement. Payments will be made by the Department of Emergency Management no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the Department of Emergency Management. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.
6. Successful bidders submitting payment requests for services in connection with pre-placed emergency contracts shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

7. This contract is an emergency contract that may be called upon during disaster times caused by natural or manmade events. Services can also be requested for any other event this department deems necessary for resource support anytime throughout the calendar year on the contract.
8. Renewal clause: If a new contract has not been executed by May 1<sup>st</sup> of the year in which the existing contract is set to expire, the contract shall automatically extend until the end of the calendar year in which the contract is set to expire.

**Regular Unit Specifications:**

Unit must be constructed of fiberglass and appropriate outside skids

Bottom:

Side to side – outside 42 inches to 48 inches

Front to back – outside 36 inches to 48 inches

Top:

Side to side – outside 42 inches to 48 inches

Front to back – outside 36 inches to 48 inches

Height:

Outside with skids – 82 inches to 86 inches

Inside – minimum 80 inches

Tank capacity: Minimum 45 pounds

Door opening: Minimum 22 inches by 72 inches.

All units shall have aluminum type vent grills to prevent visual accessibility from the outside as well as to allow light to enter the unit and transfer noxious odors.

All doors to be equipped with inside handles, wind chains and door closing mechanisms which hold doors closed when not in use.

**Handicapped Unit Specifications:**

This is specifically for handicapped people. Non-skid flooring and enlarged inside space for maximum wheelchair maneuverability. Toilet assist bars ensure the handicapped user of total restroom independence. Non-skid wheelchair ramps available for easy wheelchair entry.

Overall dimensions – 97 inches high by 61 inches wide by 61 inches deep

Weight: approximately 570 pounds

Tanks: 35 pounds

Two toilet assist bars, non-skid flooring and must be marked with universal sign for handicapped.

**Servicing Specifications:**

Pumped out waste removed during servicing shall be disposed of at a site permitted by the Louisiana Department of Environmental Quality to accept this waste.

Vendor will provide tank chemicals meeting EPA standards with relation to sanitary needs.

Vendor shall keep units clean and provide toilet tissue upon servicing.

Vendor to supply on demand, within 24 hours, repairs or replacements for any units damaged while on site. Responsibility for damages to units is totally the responsibility of the vendor.

**Handwashing Station Specification:**

2- Stall handwashing station

Overall Dimensions: 64.5 high by 25.94 width by 19.1 depth

Fresh water tank capacity: 20 gallons (76L)

Gray/waste water tank capacity: 22 gallons (83L)

Number of uses: 300+ (4 pumps – 2.1 fl oz each)

Weight: 66 pounds (30kg) without soap dispenser

**Servicing Specifications:**

Pumped out waste removed during servicing shall be disposed of at a site permitted by the Louisiana Department of Environmental Quality to accept this waste.

Vendor will pump out waste water and replenish fresh water, hand soap and paper towels when servicing.

Vendor to supply on demand, within 24 hours, repairs or replacements for any units damaged while on site. Responsibility for damages to units is the responsibility of the vendor.

**CONTRACTOR'S POLLUTION:**

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of CONTRACTOR;

- b. Minimum acceptable limits: \$1,000,000 per incident; and \$2,000,000 aggregate;
- c. Broad Form Named Insured endorsement;
- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. Additional Insured endorsement in favor of Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and should stipulate that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance carried by the Owner shall be excess and not contributing insurance;
- g. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council;
- h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the Contract; and
- i. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated.

DATE: 5/14/2025  
BID NO.: 50-00147743

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

**JEFFERSON PARISH**

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

PURCHASING SPECIALIST:  
Sean.Dumas@jeffparish.gov

**BIDS WILL BE RECEIVED ONLINE VIA [WWW.JEFFPARISHBIDS.NET](http://WWW.JEFFPARISHBIDS.NET) UNTIL 2:00 PM, 6/12/2025 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.**

**LATE BIDS WILL NOT BE ACCEPTED**

**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. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE AND MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS  
THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended.

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.

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.

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

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

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

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

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any 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.

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

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

NOTE: A sample corporate resolution can be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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

PROTESTS: Only those vendors that 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.)

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

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

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

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

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and 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.

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

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



**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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.

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

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

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

**This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.**

**This is a secure site and authorized personnel have limited read access only. Bidders are 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](http://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>.**

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 136353 or 141125 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://www.jeffparish.gov/464/Purchasing> and clicking on Online Forms.

**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.

**3, 6, 10, 12, 13, 15, 16**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department 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 municipality, 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.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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.
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 a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications 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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

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

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ☒ \_\_\_\_\_

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_.

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

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

TBD

**LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)** \_\_\_\_\_**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Macy Nelson

ADDRESS: Principal Address: 60 St Francis St, P6

CITY, STATE: Mobile, AL ZIP: 366002

TELEPHONE: (251-278-8780) FAX: ( )

EMAIL ADDRESS: Macy@kastelenterprises.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form 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: #1

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 482,875.00

AUTHORIZED

SIGNATURE: Macy L Nelson

Macy Nelson

Printed Name

TITLE: Owner/CEO

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

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

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147743

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	100.00	EA	<p>TWO (2) YEAR PRE-PLACED EMERGENCY CONTRACT TO PROVIDE AND MAINTAIN PORTABLE TOILETS AND HAND WASHING STATIONS IN GRAND ISLE FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT</p> <p>0010 - REGULAR UNIT - PORTABLE TOILET, UNIT COST: DAILY RENTAL FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO INLCUDE CLEANING AND SERVICING OF EQUIPMENT</p>	\$360	\$36,000
2	100.00	EA	<p>TWO(2) YEAR PRE-PLACED EMERGENCY CONTRACT TO SUPPLY, CLEAN AND SERVICE PORTABLE TOILETS AND HAND WASHING STATIONS IN GRAND ISLE ON AN AS NEEDED BASIS FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT</p> <p>0020 - REGULAR UNIT - PORTABLE TOILET UNIT COST: WEEKLY RENTAL FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVICING OF EQUIPMENT</p>	\$690	\$69,000
3	100.00	EA	<p>0030 - REGULAR UNIT - PORTABLE TOILET, UNIT COST: MONTHLY RENTAL FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVICING OF EQUIPMENT.</p>	\$1,850	\$185,000
4	25.00	EA	<p>0040 - HANDICAP UNIT - HANDICAPPED TOILET UNIT COST: DAILY RENTAL FOR FIBERGLASS TOILET FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVICING OF EQUIPMENT</p>	\$415	\$10,375
5	25.00	EA	<p>0050 - HANDICAP UNIT - HANDICAPPED TOILET UNIT COST: WEEKLY RENTAL FOR FIBERGLASS TOILET FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVICING OF EQUIPMENT</p>	\$700	\$17,500
6	25.00	EA	<p>0060 - HANDICAP UNIT - HANDICAPED TOILET UNIT COST: MONTHLY RENTAL FOR FIBERGLASS TOILET FOR THE TOWN OF GRAND ISLE FOR AN ESTIMATED QUANTITY. COST TO</p>	\$2,210	\$55,250

**SEALED BID**

**BID NO.: 50-00147743**

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
7	10.00	EA	<p>INCLUDE CLEANING AND SERVICING OF EQUIPMENT</p> <p>0070 - PORTABLE 2-STALL HAND WASHING STATION: WEEKLY RENTAL FOR GRAND ISLE</p> <p>FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVICING OF EQUIPMENT</p>	\$600	\$6,000
8	25.00	EA	<p>0080 - PORTABLE 2-STALL HAND WASHING STATION: MONTHLY RENTAL FOR GRAND ISLE</p> <p>FOR AN ESTIMATED QUANTITY. COST TO INCLUDE CLEANING AND SERVING OF EQUIPMENT</p>	\$1,990	\$49,750

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Anti-Lobbying Form

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Macy Nelson - Owner/CEO, hereby certify on  
(name and title of bidder's official)

behalf of Kastel Enterprises MK LLC 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 10 day of June, 2025.

By Macy L Nelson  
(signature of authorized official)  
Owner/CEO  
(title of authorized official)



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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](http://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.

Macy Nelson - Owner/CEO

\_\_\_\_\_  
(Name and Title of bidder's official)

Kastel Enterprises MK LLC

\_\_\_\_\_  
(Name of bidder/company)

Principal Address: 60 St Francis St, P6, Mobile, AL 36602

\_\_\_\_\_  
(Address)

Mailing Address: 4 Yacht Club Drive Unit 34, Daphne, AL 36526

\_\_\_\_\_  
(Address)

PHONE 251-278-8780 FAX \_\_\_\_\_

EMAIL Macy@kastelenterprises.com \_\_\_\_\_

*Macy L Nelson*

\_\_\_\_\_  
Signature 6/10/2025 Date



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**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 C.F.R. § 200**

**REMEDIES**

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

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)

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.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **DAVIS-BACON ACT**

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

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

#### *(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

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

(ii)

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, 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



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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 asset for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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

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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 (write in name of appropriate 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 (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate 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 (write in name of 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:

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(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.

(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 (write the name of the 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



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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 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

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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 (write in the name of 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.

(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

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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.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

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Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **COPELAND “ANTI-KICKBACK” ACT**

(This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies. Provision shall be included in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the FEMA Public Assistance Program.)

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

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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 of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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 paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(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 paragraph (b)(2) of this section.



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**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

##### **(a) Definitions**

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

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and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

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

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

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

(b) Allocation of Principal Rights

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

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

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

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after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

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

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



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

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

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

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

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

(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

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the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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;

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(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary 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

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

### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(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.

#### **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.



APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(for all FEMA declarations and awards)

#### Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

(for all FEMA declarations and awards)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

## **ACCESS TO RECORDS**

The following access to records requirements applies to this contract:



APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

- (1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **DHS SEAL, LOGO, AND FLAGS**

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

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

### **AFFIRMATIVE SOCIOECONOMIC STEPS**

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

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

## **COPYRIGHT**

### **License and Delivery of Works Subject to Copyright and Data Rights**

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

## **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.

## **GENERAL PROVISION FOR DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with Uniform Guidance of 2 C.F.R. § 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

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.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

Manufactured products mean 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.

#### **DEPARTMENT OF AGRICULTURE BUY AMERICAN PROVISION (7 C.F.R. § 210.21)**

(This specific requirement applies to contracts for projects receiving federal financial assistance through USDA. Pursuant to Uniform Guidance 2 C.F.R. § 200.322, performance of the provision for domestic preference applies to all contracts funded through federal financial assistance not only for the agricultural commodities)

Jefferson Parish requires that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

**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 School Food Authority 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.

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.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (50-00147743- Two (2) Year Pre-Placed Emergency Contract to Provide and Maintain Portable Toilets and Hand Washing Stations in Grand Isle for the Department of Emergency Management)

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:

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.

## **Non-Public Works Bid Affidavit Instructions**

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

*Instruction sheet may be omitted when submitting the affidavit*

**Non-Public Works Bid**

**AFFIDAVIT**

**STATE OF** Alabama

**PARISH/COUNTY OF** Baldwin

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_  
Macy Nelson, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Owner/CEO of Kastel Enterprises MK LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-00147743, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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



Debt Disclosures

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

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

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

Affiant further said:

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

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

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

Mary Nelson  
Signature of Affiant

Mary Nelson  
Printed Name of Affiant

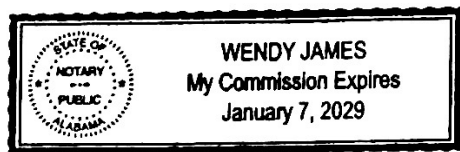
SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 9 DAY OF June, 2025

Wendy James  
Notary Public

Wendy James  
Printed Name of Notary

\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires January 7, 2029



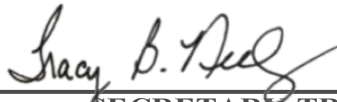
## **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Kastel Enterprises MK LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Kastel Enterprises MK LLC  
INCORPORATED, DULY NOTICED AND HELD ON 06/04/2025,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

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

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



SECRETARY-TREASURER

06/04/20025

DATE

## **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.

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### **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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2025

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).

<b>PRODUCER</b> Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	<b>CONTACT NAME:</b> Barbara Winton <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> barbara@thomas-harrison.net
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Crum &amp; Forster</b>	
INSURER B : <b>AUTO-OWNERS INSURANCE</b>	
INSURER C : <b>Evanston Insurance Company</b>	
INSURER D : <b>ACE American Insurance Co &amp; Sheffielded Fund</b>	
INSURER E :	
INSURER F :	

**INSURED**  
  
**Kastel Enterprises MK LLC**  
**4 Yacht Club Unit 34**  
**Daphne, AL 36526**

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>BAS384792</b>	<b>4/29/2025</b>	<b>4/29/2026</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>5493446400</b>	<b>12/7/2024</b>	<b>12/7/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			<b>XOBW10317725</b>	<b>4/29/2025</b>	<b>4/29/2026</b>	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y / N</b> <b>N</b>	<b>N / A</b>	<b>HDOG48955940 &amp; 44189</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Rented/Leased</b>			<b>MKLV2IM0000423</b>	<b>3/9/2024</b>	<b>4/29/2025</b>	<b>Limit</b> <b>450,473</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Bid # 50-00147743

**CERTIFICATE HOLDER****CANCELLATION**

Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council  
 Gretna, LA 70054-0009

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

*Maria A. Davison*

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 1/01/2025

MEMBER: KASTEL ENTERPRISES MK LLC	DATE ISSUED: 12/12/2024
4 YACHT CLUB DRIVE	Employer: 600-2025-44189-00
#34	FEIN Number: 842945321
DAPHNE, AL 36526	Risk ID No:
	GSI #: 26-47417

UNIT #44189-00

FUND:




REASON FOR ENDORSEMENT:

IT IS HEREBY UNDERSTOOD AND AGREED THAT A BLANKET WAIVER OF  
SUBROGATION HAS BEEN ISSUED IN FAVOR OF ANY COMPANY  
REQUIRING A WAIVER OF SUBROGATION BY WRITTEN CONTRACT

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CC: THOMAS, HARRISON & ASSOCIATES AGT# 00705  
ALABAMA DEPT. OF INDUSTRIAL RELATIONS

ISSUED BY: POLICY SERVICES DEPARTMENT  
THE SHEFFIELD FUND  
THE SHEFFIELD BUILDING  
900 CORPORATE DRIVE  
BIRMINGHAM, AL 35242  
205-437-2344

<b>Nancy Landry</b> <b>Secretary of State</b> 		<b>LIMITED LIABILITY COMPANY</b> <b>ANNUAL REPORT</b> <b>For Period Ending</b> <b>5/31/2025</b>		 45430260Q  2025	
<b>Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</b> 45430260 Q KASTEL ENTERPRISES MK LLC  2005 COTEAU RD HOUMA, LA 703642141		<b>(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)</b> 1 <b>Domicile Street Address in State Where Organized (Do not use P. O. Box)</b> 16192 COASTAL HIGHWAY LEWES, DE 19958		Federal Tax ID Number	
Our records indicate the following registered agents for this company. Indicate any changes or deletions below. All agents must have a Louisiana address. Do not use a P. O. Box. <b>A</b> <b>NEW REGISTERED AGENT REQUIRES A NOTARIZED SIGNATURE</b> AUSTIN HERBERT 2005 COTEAU RD HOUMA, LA 70361					
I hereby accept the appointment of registered agent(s).			Sworn to and subscribed before me on NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #		
<b>New Registered Agent Signature</b>			<b>Notary Signature</b>		<b>Date</b>
This report reflects a maximum of three members/managers for the company. Indicate any changes or deletions below. Include a listing of all names and addresses. Do not use a P. O. Box. If additional space is needed attach an addendum. <i>Officer titles, such as president or secretary are not acceptable.</i>					
MACY NELSON 4 YACHT CLUB DRIVE UNIT 34 DAPHNE, AL 36526 <div style="text-align: right;">Manager, Member</div>					
Our records indicate the following addresses for the corporation. Indicate any changes below. Principal business office wherever located: 16192 COASTAL HIGHWAY LEWES, DE 19958 Registered office in Louisiana (Must be the same as agent's address): 2005 COTEAU RD /HOUMA, LA 70361 Principal business establishment in Louisiana (Do not use a P. O. Box): 2005 COTEAU RD /HOUMA, LA 70364-2141					
The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.					
<b>SIGN →</b>	<b>To be signed by authorized individual</b> Macy Nelson (SIGNED ELECTRONICALLY)	<b>Title</b> Owner/CEO	<b>Phone</b>	<b>Date</b> 05/01/2025	
	Signee's address	<b>Email Address</b> ON FILE			(For Office Use Only)
Enclose filing fee of \$30.00      Return by: 5/31/2025 Make remittance payable to Secretary of State      To: <b>Commercial Division</b> <b>Do Not Send Cash</b> <b>P. O. Box 94125</b> <b>Do Not Staple</b> <b>Baton Rouge, LA 70804-9125</b> web site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a> <b>DO NOT STAPLE</b> <b>Phone (225) 925-4704</b>					
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## Portable Latrines and HWS – Grand Isle

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**Bid Number 50-00147743**



ATTN:  
Purchasing Specialist:  
Sean Dumas  
Email: [Sean.Dumas@jeffparish.gov](mailto:Sean.Dumas@jeffparish.gov)  
Phone: 504-364-2808

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### *Executive Summary*

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Kastel Enterprises MK, LLC (Kastel) is a highly qualified and reliable provider of government services, distinguished by its status as a certified 8(a), Women-Owned Small Business (WOSB), HUBZone, and **Disadvantaged Business Enterprise in Louisiana**. Since its inception in 2014, Kastel has cultivated a reputation for excellence in delivering comprehensive, high-quality solutions tailored to meet the specific needs of federal, state, and local government agencies. Our unwavering dedication to mission success, combined with proven capabilities and exceptional customer service, positions us as a trusted partner in complex operational environments.

Our extensive experience is exemplified by our success in managing and executing large-scale, high-profile contracts. Notable projects include the Tennessee National Guard XCTC Training – 2024, valued at \$7.1 million; Cadet Summer Training at West Point – 2024, totaling \$1.67 million; and the Air Force Reserve, Bamboo Eagle/Agile Flag Exercise – Life Support – 2025, valued at \$1.2 million. These contracts demonstrate our capacity for overseeing complex logistics and operations with precision, reliability, and a focus on safety and compliance.

In addition to these large projects, Kastel has held the contract for portable restrooms and hand washing stations for the city of Baton Rouge for the last 2 years. Our dedication to creating a seamless experience is reflected in our commitment to customer service excellence, supported by a highly trained and proud staff.

Kastel's core competencies encompass a broad range of government contracting services, including temporary sanitation, disaster response, and comprehensive wrap-around services. Our ability to adapt and respond rapidly to both routine and emergency circumstances aligns with the critical needs of our clients. We prioritize creating a seamless experience for our clients by maintaining the highest standards of customer service, operational excellence, and support.

Kastel is teaming with Event Solutions to enhance our response to Jefferson Parish's portable toilet needs in Grand Isle. Together, Kastel and Event Solutions, collectively known as Team Kastel is prepared to leverage its extensive experience, proven performance, and dedicated team to support Jefferson Parish's requirements under this contract. We are confident that our capabilities will meet, if not exceed, the expectations outlined in this solicitation, and we look forward to the opportunity to contribute to Jefferson Parish's emergency response and routine sanitation needs.



## Acknowledgment of Solicitation Documents

Kastel Enterprises MK, LLC, hereby acknowledges that we have received and reviewed all solicitation documents numbered 50-00147744, including all pages, attachments, and modifications. Specifically, we confirm the issuance and receipt of Addenda 1, and we understand and incorporate the information, clarifications, and changes provided therein into our proposal.

We affirm that our submission is complete and responsive to all requirements outlined in the solicitation and its addenda. We understand that failure to acknowledge any addenda may result in disqualification of our bid.

We hereby certify that all information provided in our proposal, as well as all referenced documentation, is accurate and reflects our firm's true capabilities and compliance with the solicitation specifications.

Kastel holds pricing valid for **45 days** from the date of submission.

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### *Past Performance*

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Our extensive experience encompasses a broad spectrum of services, including temporary staffing, base operations support, disaster response, facility maintenance, workforce housing, modular and mobile units, and comprehensive wrap-around services. Our dedicated team takes pride in executing projects seamlessly, ensuring operational excellence in both routine and high-pressure environments. This commitment is reflected in our outstanding past performance and reinforced by our focus on client satisfaction and mission accomplishment.

Kastel's proven expertise in emergency response and portable sanitation services is exemplified through key projects, which include:

- **Federal Emergency Management Agency (FEMA), Disaster Recovery Centers – Hurricane Helene (FY 2024)**

As a subcontractor to Ranger Land Solutions, Kastel provided turn-key disaster relief centers in Asheville, North Carolina, immediately following Hurricane Helene. Our scope included setting up portable toilets and hand washing stations, soft-sided structures, power generation, fuel services, HVAC systems, and wrap-around support. Spanning October to December 2024, this project demonstrated our



capacity to rapidly deploy comprehensive disaster recovery infrastructure in compliance with FEMA standards and operational timelines.

- **Louisiana State / City of Baton Rouge**

Kastel has maintained an ongoing contract with the City of Baton Rouge for the rental and deployment of portable toilets and hand washing stations. We provide these essential sanitation facilities for citywide events and during disaster recovery efforts, including hurricanes. Since November 2023, we have responded swiftly to the city's evolving sanitation needs, ensuring the health and safety of residents and responders. This contract highlights our ability to manage and execute portable sanitation services efficiently across multiple locations under demanding conditions.

With a focus on emergency preparedness and response, Kastel Enterprises understands the critical importance of reliability, responsiveness, and adherence to regulatory standards. Our extensive experience, combined with our tailored workforce support and logistical capabilities, enables us to serve Jefferson Parish's needs with excellence. We are prepared to mobilize quickly, sustain operations under challenging circumstances, and deliver top-tier portable sanitation solutions that meet and exceed expectations.

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*Understanding the Requirements*

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Team Kastel fully understands and is committed to meeting the detailed requirements outlined in Jefferson Parish's solicitation for a two-year emergency contract to provide and maintain portable toilets and hand washing stations on an as-needed basis. We recognize that the successful execution of this contract is critical to supporting Jefferson Parish's emergency management operations, as well as routine sanitation needs across various locations within Grand Isle.

Our team has thoroughly reviewed the scope of work and specifications described in the solicitation, and we are confident in our ability to deliver units that comply with all technical standards. We understand that the units must be durable with appropriate skid foundations, and must adhere to the dimensional and capacity specifications outlined—including specific sizes, tank capacities, ventilation features, and security mechanisms such as inside handles and wind chains.

We comprehend the importance of flexibility in quantity and service scheduling. The contract requires the capacity to increase or decrease the number of units based on actual

need, particularly during disaster or emergency events. To accommodate this, we will maintain a readily available inventory of units and a responsive logistics team capable of deploying units within 24 hours of notice, ensuring rapid support when emergencies arise.

Team Kastel recognizes the critical servicing standards stipulated: units must be cleaned and sanitized at each service, waste must be disposed of at EPA- and DEQ-compliant facilities, and chemicals must meet EPA standards. We are prepared to provide skilled personnel equipped to perform thorough servicing, repairs, and replacements on demand—within the 24-hour response window, regardless of whether the request is for routine maintenance or emergency support.

We acknowledge the importance of proper documentation and accurate invoicing in supporting Jefferson Parish's operations. Our team will ensure that all units are serviced according to the specifications, with detailed records maintained for each encounter. We will supply all necessary chemicals, toilet tissue, and supplies during each service, and will coordinate closely with Jefferson Parish's designated contacts to optimize deployment and support.

Furthermore, we understand that units must be maintained in a clean and safe condition, and damages to units must be repaired or replaced promptly—again, within the specified 24-hour window. Our approach emphasizes proactive communication, meticulous documentation, and uncompromising quality in all service activities.

In summary, Kastel's team comprehends the operational, technical, logistical, and compliance requirements of this contract. We are prepared to execute these responsibilities efficiently and effectively, ensuring Jefferson Parish receives dependable sanitation support that aligns with its emergency response planning and routine requirements. Our proactive approach guarantees readiness to adapt to the unpredictable demands of emergency situations while maintaining service excellence at all times.

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### *Technical Approach*

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Team Kastel employs a comprehensive and proactive approach to deliver portable toilets and hand washing stations that meet the stringent requirements outlined in this solicitation. Our methodology emphasizes preparedness, responsiveness, quality, and compliance to ensure Jefferson Parish's operational needs are fully supported at all times, whether during routine events or emergency situations.

### **Unit Selection and Compliance**

We select units constructed of durable fiberglass with precise dimensions and capacities that adhere to the specifications in the solicitation. Our units are equipped with aluminum vent grills to eliminate outside visual access and permit natural light entry, while effectively transferring odors. We ensure that all units have secure door mechanisms, inside handles, wind chains, and ventilation systems to maximize safety, privacy, and odor control. Our handicap units are specifically designed with non-skid flooring, enlarged interior space, and toilet assist bars to ensure total accessibility and independence for disabled users.

### **Deployment and Logistics**

Our team develops flexible logistics plans to guarantee rapid deployment within 24 hours of notification. We maintain a readily available inventory of portable units located throughout Louisiana to accommodate fluctuating needs, especially during disaster or emergency events.

#### Team Kastel Inventory Locations:

##### **Lafayette Location**

1701 W. Willow Street  
Scott, LA 70583

##### **Sulphur Location**

602 E. Napoleon Street  
Sulphur, LA 70663

##### **Leesville Location**

160 Clinton Street  
Leesville, LA 71446

Our delivery routes are optimized to ensure units are transported efficiently to various locations within Grand Isle. We coordinate closely with designated Parish contacts to align delivery schedules with anticipated activities, public events, or disaster response operations.

### **Servicing and Maintenance**

Team Kastel's trained personnel perform regular servicing, including cleaning, sanitation, waste removal, and replenishment of supplies such as toilet tissue, soap, and paper towels. We utilize EPA-approved chemicals and environmentally responsible waste disposal practices, ensuring compliance with all federal and state environmental regulations. Our service schedule adapts to the operational demands; units are cleaned and restocked at each visit, with documentation of service activities maintained for accountability.

### **Emergency Response and Repairs**

We establish a strict response protocol to address emergency requests promptly. All serviced units are inspected for damage, functionality, and cleanliness. Damaged or malfunctioning units are repaired or replaced within 24 hours to ensure continuous service availability. Our team maintains communication with Jefferson Parish's designated

contacts, providing real-time updates and status reports to facilitate coordinated emergency response efforts.

### **Operation and Quality Control**

Team Kastel implements rigorous quality control procedures to monitor all aspects of our service delivery. We ensure units are kept in a clean, safe condition, and we regularly review our servicing and maintenance practices for continuous improvement. Our experienced supervisors conduct periodic inspections and service audits to uphold high standards of sanitation, safety, and compliance.

### **Documentation and Invoicing**

We maintain accurate records of all services performed, including date, location, unit condition, and supplies replenished. Our invoicing process is transparent and detailed, ensuring that all billing aligns with the services rendered. We will also provide Jefferson Parish with a comprehensive list of subcontractors involved in servicing, if applicable, prior to invoicing.

### **Portable Toilets Specifications**

Team Kastel will utilize Satellite Global portable toilets to ensure dependable, safe, and hygienic sanitation facilities that meet all technical and operational standards required by Jefferson Parish. Our selected units are built for durability, ease of maintenance, and user comfort, suitable for both routine event use and critical emergency response scenarios.

### **Construction and Material**

- **Body Composition:** Each Satellite Global portable toilet is constructed from high-grade, impact-resistant fiberglass, providing resilience against harsh environmental conditions and vandalism.
- **Frame and Foundation:** The units feature heavy-duty aluminum skids, facilitating straightforward transportation, secure placement, and stability across diverse terrains, including uneven or rugged surfaces.

### **Dimensional Specifications**

- **Exterior Dimensions:** The exterior measures approximately 42 inches wide by 36 inches



deep, with a height of 82 to 86 inches including skids, ensuring a compact footprint while maximizing interior space.

- **Interior Height:** The interior ceiling exceeds 80 inches, providing ample headroom for user comfort and accessibility.
- **Door Size:** A minimum door opening of 22 inches wide by 72 inches high guarantees easy access for all users, including those with mobility aids.

### Capacity and Waste Management

- **Tank Capacity:** Each unit features a waste holding tank with a minimum capacity of 45 pounds, enabling extended use between servicing intervals and supporting high-traffic scenarios.
- **Servicing Access:** The units are designed with removable panels and accessible waste tanks that allow for quick, spill-free waste removal and sanitation.



### Ventilation and Odor Control

- **Ventilation System:** Supplied with aluminum vent grills positioned to maximize airflow while preventing external visibility and odor escape.
- **Odor Mitigation:** Integrated ventilation ensures continuous airflow, while filters and seals help control noxious odors, maintaining a fresh environment at all times.

### Features and User Accessibility

- **Door and Locking Mechanisms:** The units are equipped with self-closing doors, inside handles, wind chains, and secure locking systems to ensure privacy, safety, and ease of use.
- **Sanitary Accessories:** Each unit will include toilet tissue, and hand sanitizer, which are replenished during each service cycle to promote hygiene.

- **Durability:** All fixtures, hinges, and locks are corrosion-resistant, ensuring long-term performance in varying environmental conditions.

### Compliance and Standards

- The Satellite Global portable toilets meet or exceed EPA, Louisiana DEQ, and OSHA standards for portable sanitation.
- Their rugged construction and thoughtful design make them suitable for both daily operations and emergency deployment scenarios, supporting high-volume use and rapid response.



### Operational Suitability

- These units are ideal for large public events, disaster recovery operations, and daily municipal needs within Jefferson Parish. Their proven durability, accessibility features, and ease of servicing assure reliable performance throughout the contract period.

### Summary

Kastel Enterprises will deploy Satellite Global portable toilets that align with all technical specifications and operational standards outlined in this solicitation. Our units combine durability, hygiene, and user comfort with ease of maintenance, ensuring Jefferson Parish's sanitation requirements are continuously met, even under demanding conditions.

Please see **Attachment A: Satellite Global Specifications** for further details.

### Portable Toilets Specifications – ADA Units

Team Kastel will deploy Satellite Global Liberty ADA-compliant portable toilets to ensure accessibility, safety, and comfort for all users, including individuals with disabilities. These units are specifically designed to meet or exceed the standards outlined in the Americans with Disabilities Act (ADA), providing accessible, functional, and hygienic sanitation facilities in all operational environments. See **Attachment B** for the Satellite Global Liberty Spec Sheet.

### Construction and Design

- The Satellite Liberty ADA units are constructed from high-impact, corrosion-resistant fiberglass that guarantees durability and long-lasting performance in rugged outdoor conditions.



- The units feature a spacious interior with an interior height exceeding 80 inches and an interior width that allows for easy wheelchair maneuverability.
- The exterior dimensions of approximately 97 inches high by 61 inches wide by 61 inches deep ensure ample space for users and accessibility features.
- The units are equipped with non-skid flooring, providing a safe environment, even in wet conditions.

### **Accessibility Features**

- The Satellite Liberty ADA units include a large, universal symbol for accessibility clearly marked on the exterior to ensure easy identification.
- They are fitted with a wide, barrier-free door (minimum 36 inches wide), with inside handles, secure locking mechanisms, and automatic door closures to facilitate easy entry and exit.
- The interior features two toilet assist bars, positioned for maximum support and independence, allowing users to transfer comfortably between a wheelchair and the toilet seat.
- An enlarged interior space accommodates wheelchair users with sufficient clearance for maneuverability and comfort during use.

### **Interior and Amenities**

- The units include a 35-pound holding tank, sufficient for extended use during large events or disaster responses.
- Each ADA unit is equipped with EPA-compliant chemicals for sanitation, toilet tissue, hand sanitizer, and waste receptacles that are replenished during servicing.
- Ventilation grills prevent noxious odors while allowing natural light entry, creating a sanitary and pleasant environment for users.
- All fixtures and hardware are corrosion-resistant and designed for easy cleaning, maintenance, and durability.

### **Compliance and Standards**

- The Satellite Liberty ADA units fully comply with all applicable standards for accessible sanitation facilities, including the Americans with Disabilities Act and EPA regulations.

- The units are suitable for high-traffic, outdoor, or disaster environments, providing a safe and accessible facility for all users.

### Operational Reliability

- These ADA-compliant portable toilets are easy to service, with accessible waste tanks and removable panels that simplify cleaning and waste removal processes.
- Their robust construction ensures they operate reliably in demanding circumstances, supporting Jefferson Parish's commitment to inclusive access and hygiene.

### Handwashing Station Specifications

Team Kastel will provide double-sided handwashing stations that are designed to maximize efficiency, hygiene, and user capacity in high-traffic or emergency scenarios. These stations feature two sets of sinks installed back-to-back, allowing multiple users to wash their hands simultaneously, which significantly reduces wait times and promotes social distancing. Constructed with durable, weather-resistant materials, the units include ample soap dispensers, paper towel holders, and waste receptacles to ensure a continuous, sanitary operation. The stations are equipped with fresh water tanks with at least 20 gallons capacity and gray water tanks capable of holding 22 gallons, providing sustainable, self-contained operation without the need for external water hookups. Their sturdy construction, combined with ease of servicing and compliance with all relevant health standards, makes these double-sided handwashing stations an ideal solution for disaster response, outdoor events, or any situation requiring rapid, large-volume handwashing capabilities.



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## QUALITY CONTROL

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Team Kastel will develop a tailored Quality Control (QC) program to ensure services are performed in accordance with this PWS. Kastel will implement procedures to identify, prevent, and ensure non-recurrence of defective services. Kastel will have a file of all inspections conducted and any corrective action taken.

Team Kastel will make this documentation available to the Government during the term of the contract.

Any safety issues found that could cause injury to personnel, the product will be taken out of use immediately until repaired.

Through our Quality Assurance Program, we inherently and aggressively strive for continual improvement which ensures the highest level of performance will be provided.

Kastel has identified continuous quality improvement as the sustaining focus of every project. We emphasize deficiency prevention over deficiency detection. The Quality Assurance Program uses numerous vehicles to establish the baseline for measuring and attaining quality of performance encompassing the full scope of the contract.

Field Report (DFR) – Information is collected and reviewed for unresolved deficiencies by the Field Technician. DFR's are forwarded to key project personnel and company top management.

QAQC Inspections – Inspections cover specific performance items and are reported in the Field Report. The Field Technician uses various methods to monitor performance including direct observation, periodic inspection, user survey and complaints, random sampling, personnel reports and feedback, progress and status meetings, customer input and performance evaluation meetings.

Quality Assurance/Quality Control Reports (QAQC) – Periodic sampling of contract requirements.

- Actual practice against contract requirements and task orders;
- Teaming partner services;
- Productivity measurements and cost controls;
- Detailed management approach;
- Labor utilization.

Corrective Action/Preventive Action Reporting (CAR/PAR) – Deficiencies are handled through a formal process.

- Deficiencies are identified and CAR/PAR initiated;
- Issue is investigated;
- Root cause analysis is identified;
- Plan of Resolution is determined and implemented;
- Additional resources and training is provided as needed;

- Resolution is tested;
- CAR/PAR is closed and presented to COR.

Comment Processing – Comments and input collected from customer and/or end user of the facilities and assets.

- Designed to provide feedback to the Government based on customer/end-user contact;
- Investigation and response derogatory comments;
- Corrective action based on contract requirements and customer service satisfaction practices.

Kastel will comply with the requirements of the Occupation-Safety and Health Administrative Standards (OSHA 29 CFR 1910).

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### *Insurance*

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Kastel Enterprises maintains the necessary insurance coverage and bonding in strict accordance with Jefferson Parish's specifications and all relevant federal and state regulations. Our comprehensive insurance program ensures that both our company and Jefferson Parish are protected against risks associated with the provision of portable sanitation services, particularly during emergency responses and routine operations.

#### **Insurance Coverage**

- **Worker's Compensation Insurance:** We carry workers' compensation insurance as required by Louisiana law, with minimum limits of \$500,000 per occurrence. When work involves maritime exposures or occurs over water, we provide coverage with limits of \$1,000,000 per occurrence. We include a Waiver of Subrogation in favor of Jefferson Parish, its districts, departments, and agencies to ensure seamless liability protection.
- **Commercial General Liability:** We maintain a comprehensive general liability policy with a minimum combined single limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate. This coverage includes bodily injury and property damage liability, with a Waiver of Transfer of Rights of Recovery Against Others in favor of Jefferson Parish and its related entities.
- **Business Automobile Liability:** Should vehicle use be required, we carry auto liability insurance with limits of \$1,000,000 for each bodily injury and property

damage occurrence, covering owned, hired, and non-owned vehicles. We submit proof of this coverage upon request.

- **Additional Insureds:** All certificates of insurance will reflect Jefferson Parish and its affiliated districts, departments, and agencies as additional insureds, with waivers of subrogation where applicable. These certificates will also reference the specific bid number and indicate that the coverage is primary over any other insurance held by Jefferson Parish.

### **Compliance and Documentation**

We will provide Jefferson Parish with certificates of insurance and bonding documentation prior to contract award. All coverage amounts, endorsements, and certificates will meet or exceed the requirements specified in the bid documents. We also commit to maintaining coverage throughout the contract duration, with renewals or policy updates provided promptly upon renewal dates or changes.

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### *Staffing and Contact Information*

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Team Kastel understands that effective communication and dedicated staffing are vital to the successful execution of this contract. We will assign a highly experienced and responsive team to ensure seamless coordination, rapid response, and reliable service delivery throughout the contract period.

### **Key Personnel and Dedicated Staffing**

- **Project Manager:** Our designated Project Manager will serve as the primary point of contact for Jefferson Parish. With extensive experience in portable sanitation and emergency response services, the Project Manager will oversee daily operations, manage logistics, and ensure contractual requirements are met consistently. This individual will be available 24/7 to address any concerns and coordinate emergency or urgent requests promptly.
- **Service Technicians and Operators:** Our trained service technicians will conduct regular unit servicing, maintenance, and repair work. They are knowledgeable in EPA standards, safety protocols, and operational best practices. Our technicians are on-call around the clock to meet any urgent requests and ensure units are in optimal condition at all times.

- **Logistics Support Staff:** Our logistics team will monitor inventory levels, coordinate delivery and pickup schedules, and manage transportation to meet fluctuating needs efficiently. This team ensures all units are deployed swiftly and serviced according to schedule.

### Contact Information

- **24/7 Contact Availability:** We provide a dedicated 24-hour emergency line to ensure Jefferson Parish can reach our team immediately for urgent or unforeseen needs.
- **Primary Contact Person:**
  - Name: Macy Nelson
  - Title: Owner & CEO
  - Phone: 1-888-652-7835 or 251-278-8780
  - Email: macy@kastelenterprises.com
- **Secondary Contact:** In case of primary contact unavailability, an alternate contact will be available to coordinate support and escalate issues as necessary.
  - Name: Tracy Neely
  - Title: VP of Admin and Contracts
  - Phone: 704-433-3875
  - Email: Tracy@kastelenterprises.com

### Communication and Coordination

- We will establish a responsive communication protocol to facilitate real-time updates, status reports, and quick resolution of issues.
- Our team will maintain a detailed log of all service activities, deployment records, and contact engagements, which will be shared periodically or upon request to ensure transparency and accountability.
- We will coordinate closely with Jefferson Parish's designated Emergency Management contacts to align operational plans with situational priorities, especially during disaster or emergency events.



### **Subcontractor and Partner Communications**

- If subcontractors are involved, we will ensure they are equally equipped with the necessary contact information and trained to respond promptly. All subcontractors will adhere to the same communication standards to uphold service consistency.

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### *Conclusion*

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Kastel Enterprises is uniquely positioned to fulfill Jefferson Parish's requirements in Grand Isle for reliable, high-quality portable toilets and hand washing stations on an as-needed basis. Our proven track record in managing large-scale, emergency response projects, coupled with our extensive experience in portable sanitation and disaster recovery, underscores our ability to deliver seamless, dependable support when it matters most.

As a certified 8(a), Women-Owned Small Business, HUBZone, and Disadvantaged Business Enterprise, we bring not only operational excellence but also a commitment to supporting local economies and fostering community resilience. We understand the critical importance of rapid deployment, flexible service, and strict compliance with environmental and safety standards. Our dedicated team is prepared to respond swiftly to any situation, ensuring Jefferson Parish maintains the highest standards of sanitation and hygiene throughout the contract period.

We look forward to the opportunity to partner with Jefferson Parish, providing the necessary resources and support to enhance its emergency management capabilities. Kastel Enterprises commits to exceeding expectations through professionalism, reliability, and unwavering dedication to mission success. Thank you for considering our proposal; we are eager to contribute to the safety and well-being of Jefferson Parish and its residents.

# GLOBAL

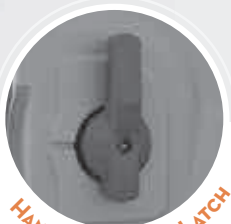
Satellite's Global restroom sets a new gold standard in portable sanitation with its sleek and sturdy design, perfect for any occasion. Key features include an impact base, three-roll toilet paper holder, large hands-free door latch, and a convenient hover handle. With thicker panels the Global is one of the strongest units available. The roomy interior and sleek side panels minimize dirt accumulation, simplifying the cleaning process. The Global restroom is not only effective but also cost-effective. Upgrade to unparalleled quality, reliability, and cleanliness with the Global.



HOVER HANDLES



VERTICAL PAPER GUARD (OPTIONAL)



HANDS-FREE DOOR LATCH

## COLORS



STANDARD



PREMIUM



PREMIUM+



SPECIAL ORDER



## SPECIFICATIONS

HEIGHT - 90"

WIDTH - 44"

DEPTH - 48"

DOOR OPEN - 24"W X 72"H

FLOOR AREA - 840 IN<sup>2</sup>

TANK VOLUME - 70 GAL

SEAT HEIGHT - 18.75"

WEIGHT - 170 LBS

# LIBERTY

Meet the Liberty – a spacious, wheelchair-accessible restroom perfect for individuals with disabilities and families. Its flat-floor system ensures seamless wheelchair access and maneuverability. Expertly designed handrails, conveniently positioned paper guard, and an intuitive rotary latch ensure user-friendliness. Made from high molecular weight polyethylene, the Liberty is incredibly durable and vandal resistant. Its vacuum-formed twin sheet door frame withstands hard hits without bending or buckling. Embrace the future of portable restrooms with the Liberty, where accessibility meets robustness and innovation.



WHEELCHAIR ACCESSIBLE



CORNER STAKE DOWN HOLES



FLAT FLOOR SYSTEM



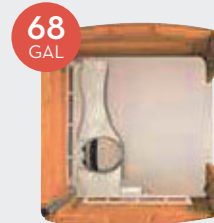
EASY-TO-GRASP LARGE HANDLES

## SPECIFICATIONS

**HEIGHT** - 87" | **WIDTH** - 62"  
**DEPTH** - 62"  
**DOOR OPEN** - 32.7"W X 80.8"H  
**FLOOR AREA** - 2,750 IN<sup>2</sup>  
**STANDARD TANK** - 35 GAL  
**OPTIONAL TANK** - 68 GAL  
**SEAT HEIGHT** - 18.5"  
**WEIGHT** - 250 LBS



35  
GAL



68  
GAL

## COLORS



STANDARD



PREMIUM



Office of the Secretary  
PO Box 94245 | Baton Rouge, LA 70804-9245  
PH: 225-379-1200 | FX: 225-379-1851

Jeff Landry, Governor  
Joe Donahue, Secretary

May 30, 2025

**Kastel Enterprises MK, LLC**

Attn: Macy Nelson  
4 Yacht Club Drive Unit 34  
Daphne, AL 36526

Dear Macy Nelson,

The Louisiana Department of Transportation and Development (LADOTD) Compliance Programs Section has received your firm's Disadvantaged Business Enterprise (DBE) Declaration of Eligibility. Based on the information, which you provided, it has been confirmed that your firm continues to meet the eligibility requirements of our program and remains certified for only the following specific work categories that fall under the listed NAICS and/or DOTD Work codes:

**NC532490-Other Commercial and Industrial Machinery and Equipment Rental and Leasing**  
C10-Management

*Please note that per the federal regulations, suppliers only receive 60% goal credit towards the materials they provide. Also, note that any contractor performing work in excess of \$50,000 with the exception of electrical, mechanical and plumbing requires A Louisiana Contractor's License, which are required to have a license if work is in excess of \$10,000. You may contact the State Licensing Board for Contractors at (225) 765-2301 for more information. All participants of the Louisiana Unified Certification Program will recognize your firm's certification. This includes all entities receiving federal transportation funding within the boundaries of our state.*

You will be required to submit a **Declaration of Eligibility** with Gross receipts (i.e. all income-related portions of signed federal tax returns, audited financial statements or a CPA's signed attestation of correctness and completeness) stating your firm continues to meet the eligibility requirements of the program. An email informing you to submit the necessary documentation will be forwarded to you approximately six (6) weeks prior to your anniversary date of **June 30, 2026**. However, should you not receive notification from this office for your Declaration of Eligibility; it is your responsibility to contact us. Additionally, you must notify our office immediately regarding any changes, which affect the social and economic disadvantage, size, ownership or control of your firm.



**Kastel Enterprises MK, LLC**

May 30, 2025

Page 2

The Louisiana UCP certifying entity reserves the right to withdraw this certification, if at any time, it is determined that the **DBE** certification was knowingly obtained by the submission of false, misleading or incorrect data. The Louisiana UCP certifying entity also reserves the right to request additional information and/or conduct an on-site visit at any time during your certification period.

We are pleased to have you as a participant in the LAUCP and wish you much success.

If you have any questions regarding the content of this letter, contact the LADOTD DBE Certification Unit at (225) 379-1382.

Respectfully,



Paula Roddy  
Compliance Programs Director

Enclosure (Certificate)



# LOUISIANA UNIFIED CERTIFICATION PROGRAM

## Disadvantaged Business Enterprise Program

### Small Business Element (SBE)

This is to certify that under Title 49, Part 26 of the Code of Federal Regulations  
& under the State of Louisiana United Certification Program (LAUCP)

## Kastel Enterprises MK, LLC

Is a Certified Disadvantaged Business Enterprise (DBE) & Small Business Element (SBE) in the following

**NC532490**

NOTE: There may be other approved NAICS Codes. The online DBE Directory includes a complete list of approved codes.

### **Certificate Eligibility: June 2025 to June 2026**

*This certificate is valid through the above date provided. This firm meets the on-going programmatic standards and fulfills the annual update requirement to remain in good standing as a DBE. This certification is subject to annual verification and suspension or revocation based upon reasonable cause to believe that the firm is ineligible.*

A handwritten signature in blue ink, appearing to read "Paula Roddy", is written over a horizontal line.

**Paula Roddy, Compliance Programs Director**  
*Louisiana Department of Transportation & Development*