



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000134096 ONE (1) YEAR CONTRACT TO PROVIDE LABOR,  
MATERIALS AND EQUIPMENT NECESSARY FOR GRASS CUTTING AND  
LANDSCAPE MAINTENANCE FOR SIX (6) JEFFCAP HEADSTART  
CENTERS**

Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

05-Apr-2021 03:36:49 PM



**BID 50-134096**

**ONE (1) YEAR CONTRACT TO PROVIDE LABOR, MATERIALS AND  
EQUIPMENT NECESSARY FOR GRASS CUTTING AND LANDSCAPE  
MAINTENANCE FOR SIX (6) JEFFCAP HEADSTART CENTERS**

**April 14, 2021 @ 11:00 A.M.**

**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.**

**Please Email Questions to:  
Mark BATTERY  
[MBattery@jeffparish.net](mailto:MBattery@jeffparish.net)  
504-364-2810**



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

September 2020

### **Changes to Jefferson Parish Bidding Information**

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

**Total Bid Price Must Include the Cost of Naming Jefferson Parish as Additional Insured:**

Bidder acknowledges that Bidder recovered the cost of any required insurance in the contract price as required by La.R.S. 9:2780.1 and that Bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that Bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that Bidder has obtained.

**Electronic Procurement:** Beginning November 1, 2020, Jefferson Parish will no longer accept manual bid submissions; and will only accept bid submissions electronically via our e-Procurement system, Central Bidding. Central Bidding can be accessed by visiting either [www.centralbidding.com](http://www.centralbidding.com) or [www.jeffparishbids.net](http://www.jeffparishbids.net). All bidders will be required to register with Central Bidding. Jefferson Parish vendors are able to register for free by accessing the following link:  
<https://www.centrauctionhouse.com/registration.php>.

**Probable Construction Cost:** Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

**Insurance Requirement:** All bidders must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: [PURCHASING@JEFFPARISH.NET](mailto:PURCHASING@JEFFPARISH.NET) WEBSITE: [WWW.JEFFPARISH.NET](http://WWW.JEFFPARISH.NET)

**INVITATION TO BID  
THIS IS NOT AN ORDER**

Page: 1

**DATE: 3/31/2021**

**BID NO.: 50-00134096**

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

**VENDOR:**

**BUYER: MBUTTERY@jeffparish.net**

**Bids will be received until 11:00 AM, 4/14/2021 via online at [www.jeffparishbids.net](http://www.jeffparishbids.net).**

**LATE BIDS WILL NOT BE ACCEPTED**

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at [purchasing.jeffparish.net](http://purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

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

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

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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

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

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

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

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

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

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

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

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

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

**ADDITIONAL REQUIREMENTS FOR THIS BID**

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

**3,4,5,6,10,12,13,16**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

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

DATE: 5/05/2021

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00134416

**JEFFERSON PARISH**

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

VENDOR: Greenscapes Concepts, LLC.

BUYER: MBUTTERY

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

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

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

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Net 7 days

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

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

Acknowledge Receipt of Addenda: NUMBER: 1

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

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

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

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 68710

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME: Greenscape Concepts, LLC

SIGNATURE:  TITLE: Owner

PRINT OR TYPE NAME: Dominique Olivier

ADDRESS: 235 Delta Drive

CITY, STATE: Mandeville, LA ZIP: 70448

TELEPHONE: (504) 336- 2700 FAX: ( ) N/A

EMAIL ADDRESS: dolivier@greenscapeconcepts.com

TOTAL PRICE OF ALL BID ITEMS: \$ \$16,921.34



## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00134416

SEALED BID

| ITEM<br>NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES  | UNIT PRICE<br>QUOTED | TOTALS     |
|----------------|----------|-----|--|----------------------|------------|
| 1              | 25.00    | EA  | ONE (1) YEAR CONTRACT TO PROVIDE LABOR,<br>MATERIALS AND EQUIPMENT NECESSARY FOR<br>GRASS CUTTING AND LANDSCAPE MAINTENANCE<br>FOR SIX (6) JEFFCAP HEADSTART CENTERS   |                      |            |
|                |          |     | 0001-TERRYTOWN HEAD START LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br><br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>TERRYTOWN HEAD START<br>2315 PARKPLACE<br>GRETNA, LA 70053<br><br>CONTACT:<br>LONNIE BEWLEY 322-5872 | \$155.67             | \$3,891.75 |
| 2              | 25.00    | EA  | 0002-EMPTY LOT MONEREY CT LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br><br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>2850 MONTEREY COURT<br>GRETNA, LA 70056<br><br>CONTACT:<br>LONNIE BEWLEY 322-5872                    | \$60.29              | \$1,507.25 |
|                |          |     | 0003-JUTLAND HEAD START LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br><br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>JUTLAND HEAD START<br>1821 JUTLAND DRIVE<br>HARVEY,LA 70058<br><br>CONTACT:<br>LONNIE BEWLEY 322-5872  | \$58.36              | \$1,459.00 |
| 4              | 25.00    | EA  | 0004-LAPALCO HEAD START LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br><br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>LAPALCO HEAD START<br>2001 LINCOLNSHIRE DRIVE<br>MARRERO,LA 70072                                      | \$111.08             | \$2,777.00 |
|                |          |     |  |                      |            |

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00134096

SEALED BID

| ITEM<br>NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES   | UNIT PRICE<br>QUOTED | TOTALS     |
|----------------|----------|-----|---|----------------------|------------|
| 5              | 25.00    | EA  | CONTACT:<br>LONNIE BEWLEY 322-5872  |                      |            |
|                |          |     | 0005-KENNER HEAD START LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>KENNER HEAD START<br>200 DECATUR STREET<br>KENNER,LA 70062                   | \$138.63             | \$3,465.75 |
| 6              | 25.00    | EA  | CONTACT:<br>LONNIE BEWLEY 322-5872  |                      |            |
|                |          |     | 0006-JEFFERSON HIGHWAY HS LANDSCAPE<br>ONE (1)YEAR CONTRACT FOR GRASS CUTTING<br>& LANDSCAPING MAINTENANCE FOR THE<br>JEFFERSON PARISH JEFFCAP HEAD START<br>CENTERS<br><br>JEFFERSON HWY HEADSTART<br>11312 JEFFESON HIGHWAY<br>RIVER RIDGE,LA 70123 | \$213.48             | \$5,337.00 |
|                |          |     | CONTACT:<br>LONNIE BEWLEY 322-5872  |                      |            |

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.

\_\_\_\_\_  
Dominique Olivier, Owner

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

\_\_\_\_\_  
Greenscape Concepts, LLC

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

\_\_\_\_\_  
235 Delta Drive

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

\_\_\_\_\_  
Mandeville, LA 70448

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

PHONE 504-336-2700 FAX N/A

EMAIL dolivier@greenscapeconcepts.com



\_\_\_\_\_  
Signature 5/13/2021 Date

## **One (1) Year Grass Cutting & Landscape Maintenance Contract for the Jefferson Community Action Programs (JEFFCAP) – Headstart Centers**

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### **Section 1.0 - Pre-Bid Conference:**

**No Pre-bid Conference shall be required.**

Bidders must inspect the sites and perform their own measurements and surveys to determine the proper quantity labor hours, materials, supplies, equipment, etc. required to complete this project. Jefferson Parish does not allow for extra funding for contractor cost overruns.

To schedule site visits contact:

**Lonnie Bewley, Property Manager at (504) 322-5876**

### **Section 2.0 - Scope:**

We extend this bid to cover the furnishing of labor, materials, supplies, and equipment necessary to provide grass cutting and landscape maintenance for a period of twelve (12) months for the following JeffCAP Headstart Centers:

- **Terrytown/Gretna Headstart - 2315 Park Place, Gretna, La 70053**
- **Empty lot - 2850 Monterey Ct. Gretna La 70056**
- **Jutland Headstart - 1821 Jutland Drive, Harvey, La 70058**
- **Lapalco Headstart - 2001 Lincolnshire Drive, Marrero, La 70072**
- **Kenner Headstart - 200 Decatur St. Kenner, La 70062**
- **Jefferson Hwy Headstart- 11312 Jefferson Hwy River Ridge, La 70123**

### **Section 3.0 - License/Qualifications & Permits:**

A Louisiana State Contractor's License is required in the following classification:

**Specialty: Landscaping, Grading and Beautification**

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

The successful bidder shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement. The successful bidder shall be responsible for payment of permits, licenses, and certifications, etc., and costs of keeping all-current during this Contract period.

#### **Section 4.0 - Bid Specifications:**

The successful bidder shall provide a schedule of work to JeffCap, 15 calendar days after receiving the parish issued "Notice to proceed".

At all times the successful bidder shall perform the following:

- Avoid the tracking of dirt or trimmings into buildings by patrons who enter the buildings. Failure to keep areas clean which will result in additional cost to the contractor to clean floors and/or carpet.
- Grass clippings, litter, cigarette butts, and debris shall be picked up and not be blown into rain-drains or permitted to remain on hard surfaces (streets, sidewalks, etc.) which may eventually wash into rain-drains. All debris shall be picked up and properly disposed of.
- Ensure cutting/work is performed as quietly as possible to avoid neighbor complaints.
- Do not air-blow or discharge grass trimmings onto parked vehicles near lawn services. Successful bidder is responsible for all damages caused by this work.
- Do not create ruts and trenching during extended periods of rain. Successful bidder is responsible for all damages caused by this work.
- Regulate the mowing height to promote effective root growth to the existing turf. Appropriate attention will be given to minimize runs and matting to ensure the turf areas are kept in the best possible conditions.

All grounds shall be maintained reasonably free of fire ants, sugar ants, ant mounds or beds.

Successful bidder shall provide timely fertilization of turf utilizing water soluble synthetic, inorganic fast release, for quick-turf response, and slow release for longer residual turn response.

#### **Section 5.0 - Notifications:**

The Jeffcap Property Manager or his designee shall be notified by e-mail on the first working day upon completion of any and all visits/services. This receipt will reflect all applicable work to the location serviced:

- grass cutting
- shrubbery trimming
- pruning
- landscaping
- plantings
- mulching

**Section 6.0 – Schedule/Frequency of Visits:**

The grass cutting and trimming around buildings, beds, plantings, curbs, sidewalks, poles, signs, and landscape maintenance if applicable, shall be provided to the building property/sites listed.

Grass cutting, landscaping services and lawn maintenance must be performed as follows at each site as indicated in the below schedule:

|                  |                          |
|------------------|--------------------------|
| <b>January</b>   | <b>1 time per month</b>  |
| <b>February</b>  | <b>2 times per month</b> |
| <b>March</b>     | <b>2 times per month</b> |
| <b>April</b>     | <b>2 times per month</b> |
| <b>May</b>       | <b>2 times per month</b> |
| <b>June</b>      | <b>3 times per month</b> |
| <b>July</b>      | <b>3 times per month</b> |
| <b>August</b>    | <b>3 times per month</b> |
| <b>September</b> | <b>3 times per month</b> |
| <b>October</b>   | <b>2 times per month</b> |
| <b>November</b>  | <b>1 time per month</b>  |
| <b>December</b>  | <b>1 time per month</b>  |

**Section 6.1 - Grass Cutting:**

The following shall be considered "grass cutting services" and shall be performed at each site on every visit:

- Mowing of all lawn areas
- Removal of all weeds and grass from cracks in sidewalks, driveways, parking lots etc.
- Edging of all sidewalks and curbs
- Weed-eating along all buildings, fences, and poles
- Cleaning by using air-blowing equipment, rakes and/or brooms,
- Removing all clippings from parking lots, driveways, sidewalks, and street curbs. No clippings shall be blown or swept into the streets or parking areas at any time.

**Section 6.2 - Proper Grass Cutting Equipment:**

The following equipment shall be used for grass cutting services:

- Walk behind 21" mowers on any grass section less than 225 sq. ft. or a width and/or length of less than 60".
- Walk behind 21" mowers on any grass 36" from any fencing.
- Stick type edger on all drives, sidewalks, or curb edging.
- All mowing machines will be equipped with mulch type blades and covers or a bagging system. No open discharge mowers are allowed.
- Weeding

**Section 6.3 - Maintain All Lawn Areas as follows:**

Mower height approximate:

- St. Augustine lawn: 1.5" – 2.5"
- Centipede lawn: 1" – 2"
- Bermuda lawn: 1" – 1.5"

Apply Ant bait containing a Growth Regulator as needed to control fire ants.

## **Section 7.0 – Landscaping Service:**

Landscaping services may also be known as horticultural services.

The following shall be considered "landscaping services" and shall be performed at each site on every visit:

- Maintain all flower bed areas free from weeds (if applicable).
- Ground Cover Maintenance - Successful bidder shall perform the following:
  - o Prune and shape ground cover throughout the growing season with trained personnel, in accordance with sound horticultural practices.
  - o Ground cover beds shall be maintained to maintain a clearance of at least 18 inches from structures and shall not be permitted to encroach into lawns, adjacent plants, paved and building surfaces.
  - o Established groundcover shall be maintained 4" to 6" off edges with a beveled or rolled edge.
  - o Ground cover shall be sheared or cutback annually in the dormant season if horticultural practice so dictates or is required or is recommended by a specific type of ground cover.
  - o All trimmings shall be removed when the service is performed. The contractor shall legally dispose of the debris from pruning at an offsite location.
- Shrub and Hedge Maintenance - Successful bidder shall perform the following:
  - o Shrubs shall be pruned to maintain a clearance of at least 18 inches from structures.
  - o Shrubs shall be pruned to remove dead, diseased, injured, and unproductive wood to assist in maintaining their natural shape, size, and configuration.
  - o Shrubs shall not be clipped into a ball or box form unless such is required by the design.
- Included trimming of one inch (1 in) caliper tree limbs below eight feet (8 ft), pruning and trimming of trees, shrubs, and ground cover will be performed to maintain the natural and most desirable shape of the plant species, as needed to maintain natural shape, reflect a clean, natural, and neat appearance.
- Treat all flower beds (if applicable) with EPA approved chemicals for weed control, and included in this contract will be the maintenance of and all planted areas. This includes yearly installation of Red Colored Pine Bark Mulch (Bark Bright) to all landscaped garden areas.

The successful bidder will weed beds (if applicable) on every 4th visit and shape/prune trees, shrubs and bushes every 11th visit.

Report any tree pruning that may be needed for public safety or wire lines safety, on trees over 15' tall to the representative of the Jeffcap Property Manager.

The removal of any severely damaged or dead trees is **not** included in this contract.



**Section 7.1- Lawn Maintenance Frequency:**

Lawn maintenance shall be provided during the same visits as described in

**Section 6.0 – Schedule/Frequency of Visits:**

**Section 8.0 - Safety Data Sheets:**

Chemical weed control may be used; however, caution must be exercised to protect the public, each property, and the environment.

The successful bidder will furnish a binder containing full Safety Data Sheets for all products used at the properties. These SDS sheets will be kept updated and current with all products used at the properties throughout this contract. The binder and all updates shall be delivered to:

Jeffcap  
1221 Elmwood Park Blvd., Suite 402  
Jefferson, LA 70123

**Section 9.0 - Cutting/Work Hours:**

The successful bidder shall furnish all labor, materials, supplies, and equipment necessary to provide grass cutting, lawn/landscape maintenance during normal working hours Monday thru Friday. Weekend service is allowable with prior written approval. The successful bidder shall discuss if weekend work is desired before the "Notice to Proceed" is issued. Jefferson Parish will not pay extra for weekend and holiday work.

**Section 10.0 - Quality Control:**

In the event of inclement weather, services will be rescheduled and performed the next day. If the services are not provided on the next available day, the Jeffcap Property Manager or the designee will be notified of delays, reasons for delays, and resolutions. All services shall be performed in a professional and timely manner.

Inspection/Discovery of unsatisfactory cuttings and/or performances will be discussed with the successful bidder, his staff, and the building the Jeffcap Property Manager or his designee, if or when required. The successful bidder will be given adequate time to correct the unsatisfactory conditions within Industry Standards and/or degree on non-conformance to Jeffcap specifications and contract.

Jeffcap will supply documentation to prove present unsatisfactory and/or repeated unsatisfactory workmanship, documentation of supervisor visits, requests for additional supervisor visits, previous agreements and resolutions, photographs, etc.

**Section 11.0 -Safety Precautions:**

Safety must always be exercised at all times to safeguard the welfare and safety of all patrons, the general public, and the employees of Jefferson Parish at all properties listed in this bid. Jobsites must remain clean and without excessive litter and debris, without obstructions to walkways, driveways, and the parking lot. These areas must remain unobstructed and free for ingress and egress, and pedestrian safety.

If the successful bidder should damage or destroy any part of a building, vehicle, glass, wall, parking lot curb, sprinkler heads, fence, tree, or pole, the successful bidder shall be required to replace and/or restore such item to its original condition, with the same type of material, finish, and workmanship. The successful bidder will be responsible for any and all damages caused by the successful bidder's lawn equipment, and for the equipment itself.

The successful bidder must consider the security and integrity of all properties listed in this bid before, during, and after contractor services. Buildings, grounds, and equipment must be protected and secured to the satisfaction of Jeffcap, and Industry Standards. The successful bidder will provide trained personnel to perform all duties of this contract. Successful bidder's personnel will conduct themselves in a professional, courteous manner, and be neat in appearance while employees are on any property listed in this bid.

**Section 12.0 - Deletion of Work:**

Jeffcap reserves the right to delete properties from this contract if needed. A thirty (30) day notice will be given prior to deletion of any work.

**Section 13.0 - Pre-Construction Conference and Notice to Proceed:**

A Pre-Construction Conference shall be held between the successful contractor and the owner before any work commences; no work shall be performed until the contractor receives a written "Notice to Proceed" to begin work from Jeffcap.

## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

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

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For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability 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 Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

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

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

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

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

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

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

**DEDUCTIBLES** - 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.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **BUILDER'S RISK INSURANCE**

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

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## **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200**

### **REMEDIES**

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

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

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

### **TERMINATION FOR CAUSE AND CONVENIENCE**

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

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

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

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

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purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT**

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

(1) *Minimum wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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



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the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

*(2) Withholding.*

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

*(3) Payrolls and basic records.*

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

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from 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.

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

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

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

(4) *Apprentices and trainees*—

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

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benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these

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clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the

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District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

(if federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

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

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

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

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

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(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 after a publication, on sale, or public use. The *contractor* will file patent applications in

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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.

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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.

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

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

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

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

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

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

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

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

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

### **DEBARMENT AND SUSPENSION**

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

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

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

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

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [BID 50-00134096] ONE (1) YEAR CONTRACT TO PROVIDE LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR GRASS CUTTING AND LANDSCAPE MAINTENANCE FOR SIX (6) JEFFCAP HEADSTART CENTERS

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.

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

### **CONFLICT OF INTEREST**

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

### **BUY AMERICAN PROVISION**

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

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

\* An agricultural commodity that is produced in the United States; and

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [BID 50-00134096] ONE (1) YEAR CONTRACT TO PROVIDE LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR GRASS CUTTING AND LANDSCAPE MAINTENANCE FOR SIX (6) JEFFCAP HEADSTART CENTERS

\* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

\* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

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

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

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

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

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

April 8, 2021

### **ADDENDUM # 1**

**Bid Number: 50-134096**

**Bid Opening: 11:00 am, April 14, 2021**

**Description of Bid: ONE (1) YEAR CONTRACT TO PROVIDE LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR GRASS CUTTING AND LANDSCAPE MAINTENANCE FOR SIX (6) JEFFCAP HEADSTART CENTERS**

---

This Addendum is to **ADD additional** license requirements for this bid.

**Pesticide Application Ground Owner Operator License/Commercial**

Sincerely,

A handwritten signature in cursive script that reads "Mark Buttery".

---

Mark Buttery  
Buyer I  
Jefferson Parish Purchasing Department

|   |
|---|
| <p><b>Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of This addendum on the bid form as indicated. Failure to do so will result in bid rejection.</b></p> |
|---|

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

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETN, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: [PURCHASING@JEFFPARISH.NET](mailto:PURCHASING@JEFFPARISH.NET) WEBSITE: [WWW.JEFFPARISH.NET](http://WWW.JEFFPARISH.NET)



# Jefferson Parish


## Department of Public Works-Parkways

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

Be it known, that effective **April 1, 2021 through March 31, 2022** having complied with all relevant requirements of the Jefferson Parish Ordinance No. 21243, the individual named below is hereby licensed to practice in the Parish of Jefferson in the following profession(s):

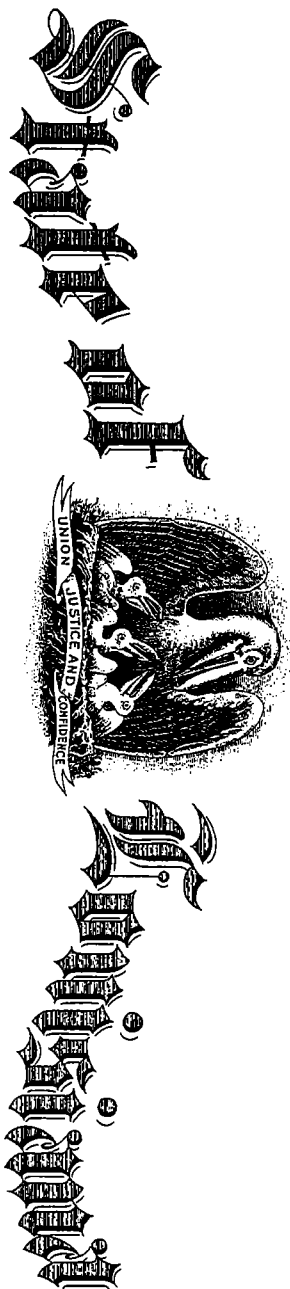
|             |                          |         |
|-------------|--------------------------|---------|
| License(s): | Arborist                 | 21-2277 |
|             | Landscape Horticulturist | 21-4368 |

**Dominique Olivier**  
c/o Greenscape Concepts, LLC  
235 Delta Drive  
Mandeville, LA 70448  
(504) 336-2700

  
\_\_\_\_\_  
**Bryan K. Parks, PLA**  
Director of Parkways

DISPLAY IN A PROMINENT PLACE.  
**LICENSE NO. JP-050**





## State Licensing Board for Contractors

This is to Certify that:

GREENSCAPE CONCEPTS, LLC  
235 Delta Drive  
Mandeville, LA 70448

is duly licensed and entitled to practice the following classifications

SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION



Expiration Date: July 19, 2022

License No: 68710

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 20th day of July 2020

*W. S. MacP*  
\_\_\_\_\_  
Director

*Lee M. Smith*  
\_\_\_\_\_  
Chairman

This License Is Not Transferrable

*Andy Newman*  
\_\_\_\_\_  
Treasurer

LOUISIANA DEPARTMENT OF  
AGRICULTURE & FORESTRY

CERTIFICATION CARD

COMMERCIAL PESTICIDE APPLICATOR

DOMINIQUE OLIVIER  
235 DELTA DR  
MANDEVILLE LA 70448

00172725

Exp. Date: 12/31/2021



*Mike Strain*

MIKE STRAIN, DVM COMMISSIONER

CERTIFIED, LICENSED OR REGISTERED AS

CATEGORY

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

RECERTIFY BY

8/14/2021  
1/4/2024  
8/14/2021

SIGNATURE

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



MIKE STRAIN DVM, COMMISSIONER

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

HORTICULTURE REGISTRATION: DOMINIQUE R OLIVIER

Date: 12/28/2020

LDAF ID: 169894

LICENSE(S): ARBORIST 21-2277

LANDSCAPE HORTICULTURIST 21-4368

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

60

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

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

Be it known, that effective 02/01/2021 through 01/31/2022 having complied with all relevant requirements of the Louisiana Revised Statutes, the individual named below is hereby licensed in the following profession(s):

LICENSE(S): ARBORIST 21-2277

LANDSCAPE HORTICULTURIST 21-4368

DOMINIQUE R OLIVIER  
235 DELTA DRIVE  
MANDEVILLE LA 70448

*Mike Strain*

Commissioner

LDAF ID: 169894

DISPLAY IN A PROMINENT PLACE.



# LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

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

License No. 00170022

Date: 04/09/2021

GREENSCAPE CONCEPTS, LLC

1

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

## LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

MIKE STRAIN DVM, COMMISSIONER

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

Be it known, that effective **January 01, 2021** through **December 31, 2021** having complied with all relevant requirements of the Louisiana Revised Statutes, the entity named below is hereby authorized to engage in the business of **GROUND APPLICATOR OWNER-OPERATOR**.

GREENSCAPE CONCEPTS, LLC  
235 DELTA DRIVE  
MANDEVILLE LA 70448



DISPLAY IN A PROMINENT PLACE.

Commissioner

License No. 00170022

2341

LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY

Agricultural & Environmental Sciences  
5825 Florida Blvd., Suite 3003  
Baton Rouge, LA 70806



IMPORTANT  
OFFICIAL DOCUMENT ENCLOSED

GREENSCAPE CONCEPTS, LLC  
235 DELTA DRIVE  
MANDEVILLE LA 70448



August 21, 2020

GREENSCAPE CONCEPTS LLC.  
235 Delta Dr.  
Mandeville, La 70448

Dear Ms. Olivier,

We have received your firm's disadvantaged business enterprise annual affidavit. Based on the information which you provided we have concluded 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 codes:

**561730      Landscaping Services**

*Please note that per the federal regulations, suppliers only receive 60% goal credit towards the materials they provide. Also note that A Louisiana Contractor's License is required by any contractor performing work in excess of \$50,000 with the exception of electrical, mechanical and plumbing 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.* Your firm's certification will be recognized by all participants of the Louisiana Unified Certification Program. This includes all entities receiving federal transportation funding within the boundaries of our state.

Due to recent changes in the Federal Regulations which govern our DBE program, firms which have been certified will no longer have an expiration date, however you will be required to submit an annual affidavit with all supporting documents stating that your firm continues to meet the eligibility requirements of the program. This form will be sent to you approximately 4 weeks prior to your anniversary date (**August 13, 2021**). You must notify our office immediately, regarding any changes which affect the social and economic disadvantage, size, ownership or control of your firm.

We reserve the right to withdraw this certification, if at any time, it is determined that DBE certification was knowingly obtained by the submission of false, misleading or incorrect data. We, further reserve the right to request additional information and/or conduct an on-site visit at any time during your certification period.



If we can be of further assistance, please do not hesitate to contact us at (504) 827-8362.

Sincerely yours,

A handwritten signature in blue ink, reading 'Keziah L. Cawthorne', followed by a horizontal line extending to the right.

Keziah L. Cawthorne  
DBE Compliance Officer

cc: File



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Greenscape Concepts, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 27, 2020

Expiration Date: March 31, 2022

WBENC National Certification Number: WBE2000713

Authorized by Phala Mire, President Women's  
Business Enterprise Council - South

WBENC National WBE Certification was processed and validated by Women's Business  
Enterprise Council - South, a WBENC Regional Partner Organization.



JOIN FORCES. SUCCEED TOGETHER.

NAICS: 561730  
UNSPSC: 72102902







WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEEDED TOGETHER.

**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Greenscape Concepts, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 561730  
UNSPSC: 72102902

Certification Number: WOSB200388

Expiration Date: March 31, 2022

Phala Mire, Women's Business Enterprise Council - South  
President & CEO

Pamela Prince-Eason, WBENC President & CEO

Laura Taylor, WBENC Vice President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2021

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><br>Arthur J. Gallagher Risk Management Services, Inc.<br>235 Highlandia Drive, Suite 200<br>Baton Rouge LA 70810 | <b>CONTACT NAME:</b> Mandy Nesom<br><b>PHONE (A/C, No, Ext):</b> 225-906-1286<br><b>E-MAIL ADDRESS:</b> Mandy_Nesom@aig.com<br><b>FAX (A/C, No):</b> 866-827-3591  |
| <b>INSURED</b><br>Greenscape Concepts, LLC<br>235 Delta Drive<br>Mandeville, LA 70448  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Wesco Insurance Company<br><b>INSURER B:</b> Technology Insurance Company, Inc<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 1988278621**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   |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | WPP190849000  | 4/1/2021                | 4/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |  |          | TPP172148700  | 4/1/2021                | 4/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |  |          | WUM1887660    | 4/1/2021                | 4/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A      | WWC3523460    | 4/1/2021                | 4/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |

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

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**STATE OF LOUISIANA**  
**ARTICLES OF ORGANIZATION**

**(R.S. 12:1301)**

**1. The name of this limited liability company is:**

GREENSCAPE CONCEPTS, LLC

**2. This company is formed for the purpose of:**

ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES  
MAY BE FORMED

**3. The duration of this limited liability company is: (may be perpetual):**

PERPETUAL

**4. This company is:**

MANAGER-MANAGED

**Other provisions:**

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the  
filer to fine or imprisonment or both under R.S. 14:133.**

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.

**ELECTRONIC SIGNATURE:** DOMINIQUE OLIVIER (5/3/2019)

**TITLE:** OWNER/MANAGER

**LIMITED LIABILITY COMPANY INITIAL REPORT**

**(R.S. 12:1305 (E))**

**The name of this limited liability company is:**

GREENSCAPE CONCEPTS, LLC

**The location and municipal address (not a P.O. Box only) of this limited liability company's  
registered office:**

512 MONCLA AVENUE  
BELLE CHASSE, LA, 70037

**Mailing Address:**

512 MONCLA AVENUE  
BELLE CHASSE, LA, 70037

**The full name and municipal address (not a P.O. Box only) of each of this limited liability  
company's registered agent(s) is/are:**

DOMINIQUE OLIVIER  
512 MONCLA AVENUE  
BELLE CHASSE, LA, 70037

**The name and municipal address (not a P.O. Box only) of the managers or members:**

DOMINIQUE OLIVIER (MANAGER)  
512 MONCLA AVENUE  
BELLE CHASSE, LA, 70037

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the  
filer to fine or imprisonment or both under R.S. 14:133.**

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.

**ELECTRONIC SIGNATURE:** DOMINIQUE OLIVIER (5/3/2019)

**TITLE:** OWNER/MANAGER .

R. Kyle Ardoin  
SECRETARY OF STATE

State of Louisiana  
Secretary of State



COMMERCIAL DIVISION  
225.925.4704

07/28/2020

Administrative Services  
225.932.5317 Fax  
Corporations  
225.932.5314 Fax  
Uniform Commercial Code  
225.932.5318 Fax

ONLINE FILING  
dolivier@greenscapeconcepts.com

GREENSCAPE CONCEPTS, LLC

It has been a pleasure to approve and place on file your Notice of Change. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through **geauxBIZ**: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division  
WEB

## **NOTICE OF CHANGE**

**Charter Number:** 43456331K

**Name:** GREENSCAPE CONCEPTS, LLC

### **ADDRESSES:**

**The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:**

235 DELTA DRIVE  
MANDEVILLE, LA, 70448

**Mailing Address:**

235 DELTA DRIVE  
MANDEVILLE, LA, 70448

### **AGENTS:**

**Agent Name:**

DOMINIQUE OLIVIER  
235 DELTA DRIVE  
MANDEVILLE, LA, 70448

### **MEMBERS/MANAGERS:**

**Member/Manager Name:**

DOMINIQUE OLIVIER (MANAGER)  
235 DELTA DRIVE  
MANDEVILLE, LA, 70448

**The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.**

TO BE ELECTRONICALLY SIGNED BY MEMBER OR MANAGER.

**ELECTRONIC SIGNATURE:** DOMINIQUE OLIVIER (7/28/2020)

**TITLE:** OWNER