BID DOCUMENTS

RENOVATIONS

ANNEX BUILDING, ECONOMIC ENTERPRISE TECHNOLOGY CENTER BEAUREGARD PARISH POLICE JURY DERIDDER, LOUISIANA

Project Number: 21-EETC-233 (Phase 1)

August 23, 2021



Mike Harper, District 3D, President Kelly Bailey, District 5, Vice President Wayne Reeves, District 1 Jeffery Meadows, District 2 Shanel Handy, District 3A Eddie Ware, District 3B Chuck Montgomery, District 3C Jerry Shirley, District 3E John Stebbins, District 4A Ronnie Jackson, District 4B

Bryan McReynolds, Parish Administrator

Bids Due on Thursday, September 30, 2021 No later than 2:00 o'clock p.m. local time

See Instructions to Proposer

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the Beauregard Parish Police Jury, at the Administrative Office, 201 W. 2nd Street, DeRidder, Louisiana 70634, or online at: https://www.centralauctionhouse.com/ until 2:00 o'clock p.m. local time, **Thursday, September 30, 2021**.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE ADMINISTRATIVE OFFICE OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: Renovations

Annex Building & Economic Enterprise Technology Center

219 W. 2nd Street

DeRidder, Louisiana 70634

Project Number: 21-EETC-233 (Phase 1)

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from https://www.centralauctionhouse.com/. Printed copies are not available from the Parish. Bid document are also available at:

https://www.beauparish.org/4DAction/web_Send_PDF?DocID_s=0016553. Bid holders are responsible for their own reproduction costs.

Questions about this procedure shall be directed to the Facilities Manager at:

BJ Warden 201 W. 2nd Street DeRidder, LA 70634 Cell Phone: 337-226-8079

E-mail: bwarden@beauparish.org

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

11:00 AM on Monday, September 20, 2021, at the Annex Building located at 219 W. 2nd St, DeRidder, LA 70634.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity. When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The Parish shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Publish on August 27, 2021, September 15, 2021, and September 22, 2021.

Issue Date: Monday, August 23, 2021

REQUEST FOR BIDS For

RENOVATIONS

ANNEX BUILDING, ECONOMIC ENTERPRISE TECHNOLOGY CENTER BEAUREGARD PARISH POLICE JURY

PURPOSE:

Beauregard Parish Police Jury ("the Parish" or "Owner") is soliciting proposals for renovations to the Economic Enterprise Technology Center (Parish Annex Building) into offices spaces for the Registrar of Voters and other office space for parish use.

The Purpose of this RFB and subsequent contracting activity is to secure the services of a qualified, experienced contractor who is capable of efficiently providing these services in a timely and cost-effective manner. The Parish requires renovation and conversion of a property purchased as part of the Courthouse Renovation project used to temporarily house the court's offices and activities. The building was previously known as the Activities Building, subsequently it has been referred to as the Annex Building is anticipated after several phases of construction to become the Economic Enterprise Technology Center.

This request for bids, identified as Phase 1, is to renovate and covert the first floor of the building. The space renovated under Phase 1 is anticipated to be used for the registrar of voters and other parish offices or parish office obligations. Future phases of construction are anticipated to expand the facility on the first floor and into the second floor.

INSTRUCTIONS TO PROPOSERS:

A. The Proposal

Proposals must be submitted in the format outlined in this Request for Bids (RFB) and should be a complete response to this request. This BID format is mandatory. The proposal must be typed or written in ink and must be signed in ink by an officer authorized to make a binding commitment for the company making the proposal. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

11:00 AM on Monday, September 20, 2021, at the Annex Building located at 219 W. 2nd St, DeRidder, LA 70634.

B. Communications

All communications (as opposed to bids) regarding this project, including any questions related to this Request for Bid, shall be submitted to BJ Warden, by 2:00 o'clock p.m. local time on Wednesday, September 22, 2021.

BJ Warden, Facilities Manager
Beauregard Parish Police Jury
201 W 2nd Street
DeRidder LA 70634
E-mail: bwarden@beauparish.org
(337) 226-8079

C. Proposal Submission

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit their Renovation Bid to the Facilities Manager, by one of the following methods:

1. Physical Delivery by sealed and signed envelope marked ANNEX RENOVATION BID:

On Thursday, September 30, 2021, by 2:00 o'clock p.m. local time

addressed to:
Beauregard Parish Police Jury
201 W 2nd Street
DeRidder LA 70634

2. Online at:

By Thursday, September 30, 2021, 2:00 o'clock p.m. local time at:

https://www.centralauctionhouse.com/

*** Late proposals will not be considered nor accepted. ***

Offers by telephone or telegram will not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.

The time and date for receipt of Proposals will be scrupulously observed.

OUESTIONS REGARDING THIS BID REQUEST:

All questions or concerns regarding this Request for BIDS must be submitted to the Parish via the address cited email below. The Parish may issue an addendum to the Request for BIDS for distribution to all known prospective proposers.

Please submit all proposal questions by email to: BJ Warden, Facilities Manager bwarden@beauparish.org No oral interpretation of this Request for Bid shall be considered binding. The Parish shall be bound by information and statements only when such statements are written and executed under the provisions provided in this document.

The PARISH reserves the right to accept or reject any or all BIDS, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the PARISH, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the PARISH. The PARISH has the right, to cancel a solicitation at any time prior to approval of the award by the PARISH.

The PARISH reserves the right to request clarification of information submitted and to request additional information of one or more BIDS.

Any BID may be withdrawn until the date and time set above for the submission of the proposals.

Any BID not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the PARISH the services set forth in this Request for BIDS, or until one or more of the BIDS have been awarded.

Costs of preparation of a response to this request for bids are solely those of the proposers. The PARISH assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the PARISH bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFB. The PARISH shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the PARISH, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

In the event the Parish decides to award a contract pursuant to this request, Respondent shall execute the agreement attached within forty-eight (48) hours. Parish intends to award a contract to the Respondent whose proposal is, in the sole discretion of Parish, most advantageous to Parish, price and other factors considered. Parish reserves the right to award a contract to other than the lowest priced Respondent.

On any bid more than fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

Information to be submitted with the Proposal

1. Cover Letter

The Respondent's Proposal needs to be formatted by numbering the following items exactly as the items are presented herein along with any subparts preferably typing the item then providing your response directly after. Responses not submitted in this format may be considered nonresponsive. Interested Respondents are to submit proposals that contain the following information in the following order:

- a. The Legal Name of the Company.
- b. State of Incorporation.
- c. Address of Principal Office and Address of Any Local Office with which Contact should be made.
- d. Include Names, Addresses, Telephone Numbers, Fax Numbers, and E-Mail Addresses of Principal Contact Persons.
- e. A General Description of the Company and its Experience in the Industry.
- f. Permits and Licenses Necessary to Implement the Proposal Must be Identified and Described.

2. Executive Summary

Provide a summary describing the firm's ability and qualifications to perform the work requested in this RFB and a history of the firm or the firm's principals' background and experience in providing these services. This summary should be brief and concise to apprise the Parish of the basic services offered, experience and qualifications of the firms, staff, subcontractors, sub-consultants, and/or suppliers.

3. Statement of Qualifications

Submittal must provide documentation that demonstrates the ability of the firm to satisfy all the minimum qualification requirements. Firms which do not meet the minimum qualification requirements, or which fail to provide supporting documentation as specified herein will be deemed nonresponsive.

4. Technical Information

Describe the technical approach for performing the services outlined in this RFB including available resources and equipment. The Contractor shall include the following information:

- a. List of personnel and resumes who will perform the administration of this Contract.
- b. Describe an understanding of local needs and conditions.
- c. List of available resources and equipment to be used for this contract.

5. Experience and Past Performance

State the number of years that the firm has been in business. Any business owner who previously operated a business under another name must include a description of the previous business.

6. Comparable Contracts

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the firm or its principals is either performing or has completed within the last five (5) years. Describe the firm's qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project, which is referred to regarding the firm's experience, shall be described in detail. This information must include:

- a. The client name, address, telephone number and the name of a contact person.
- b. A description of the performed work
- c. The contract period and duration

7. Organizational Chart

Provide an organizational chart showing all individuals, including their titles, who will perform any work on the project. This chart must clearly identify the Firm's employees and those of the subcontractors or sub-consultants.

SECTION I. GENERAL CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents consist of this RFB, the Notice to Proposers, Information for Proposers, General Conditions, Detailed Specifications, Contractor's Proposal Form, Proposal Security, Contract Form, Affidavit of Non-Collusion, Insurance Certificate, Addenda, including all properly authorized modifications thereof incorporated in the documents before their execution and all properly authorized modifications made subsequent thereto.

ARTICLE 2 - EXECUTION AND INTENT OF CONTRACT DOCUMENTS

The successful Proposer will be required to execute the contract with the Parish within seven (7) days (unless an extension of time is granted by the Parish after receipt of "Notice of Award.")

The intent is to prescribe a complete service which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all items of service covered and stipulated in the contract and perform extra service and shall furnish, unless otherwise specifically provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, etc., necessary for the prosecution of the work.

Any items omitted from the specifications which, in accordance with good standard service practices, are necessary for a complete service shall be included as though such items were set out in the contract documents.

ARTICLE 3 - PROPOSER'S UNDERSTANDING

By submitting a Proposal, the Proposer stipulates, acknowledges, and agrees that by careful examination, and has satisfied themselves as to the nature, location and risks inherent in the service, the conformation of the service area, the character of the equipment and facility needed preliminary to and during the prosecution of the service, the general and local conditions, and all other matters which can in any way affect the service to be performed under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Parish, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The Proposer is required to carefully examine the service area, presented in the drawings in Section VI - Drawings, as well as the proposal, specifications, special provisions and contract and bond form for the work contemplated. By submitting a Proposal, the Proposer stipulates and agrees that they have investigated and satisfied themselves as to the conditions to be encountered, as to the character, quality, and quantities of service to be performed and as to the requirements of these specifications, special provisions, and the contract. Proposer further agrees that if the Proposal is accepted, they will provide all necessary machinery, tools, apparatus, and other means and will perform and complete the service required in the contract, in the manner prescribed in the contract, and in accordance with all requirements therein set forth; and agrees to accept as full compensation therefore, the prices provided in the Proposal Form.

ARTICLE 4 - PROTECTION OF PROPERTY AND LIVES

The Contractor shall always safely guard the Parish's property from injury or loss in connection with this contract. They shall, always, safely guard and protect adjacent property from damage. The Contractor shall repair and/or replace any such damage, loss, or injury. The Contractor and all subcontractors shall be required to comply with all the applicable local, state, and federal safety and health standards.

ARTICLE 5 - SUPERVISION BY CONTRACTOR

The Contractor shall be responsible for supervision of all employees and personnel required for the

contract.

ARTICLE 6 - PUBLIC CONVENIENCE AND SAFETY

The Contractor shall always use due diligence to avoid causing unreasonable obstructions to traffic while performing the work contemplated under the contract. The convenience of the general public, the residents along and adjacent to the routes, and the protection of persons and property are of prime importance and shall be adequately provided for by the Contractor.

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including all lawful police, health, sanitary, and other regulations imposed by public bodies having jurisdiction during the term of the contract; provided, however, that the terms and conditions of the contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Parish on the subject.

ARTICLE 7 - INDEMNIITY

The Contractor shall indemnify the Parish against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Parish shall notify the Contractor immediately. The Contractor at its option shall have the right to defend or contest any such claim or demand in the name of the Parish. The Parish shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Parish has been required by order of any court to pay any sum arising from the subject matter of the suit.

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY

Attention of Proposers is particularly called to the requirement that the Contractor will not discriminate in the rendering of services to and/or the employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

ARTICLE 9 - EFFECTIVE DATE

The Contractor shall begin work on the date of the Notice to Proceed unless a reasonable extension is granted by the Parish.

ARTICLE 10 - COMPLIANCE WITH OSHA

The Contractor shall comply with all Federal Occupational, Safety and Health Administration (OSHA) standards, rules, and regulations.

ARTICLE 11 - LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all fees and taxes required by the Parish or any other governmental agency relative to the services provided in effect on the effective date of the contract. All other taxes or fees imposed by the Parish or any other governmental agency after the effective date of the contract shall be passed on to the Parish.

ARTICLE 12 - INSURANCE

The Contractor shall not commence work under this contract until they have obtained all insurance required by this Article and until such insurance has been approved by the Owner, with an insurance company satisfactory to the Owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required has been obtained and submitted. Proper certificates showing such insurance is in effect shall be furnished to the Owner prior to execution of the contract, which certificates shall incorporate a provision that no cancellation or change in such insurance shall be effected for any cause without 30-days written notice being given to the Owner.

The Contractor shall affect and maintain until completion and acceptance of the work, insurance as follows:

I. Standard Workmen's Compensation

Full statutory liability for State of Louisiana with Employer's Liability Coverage of \$100,000 minimum per occurrence.

II. Comprehensive General Liability Insurance

Coverage for Premises Operations, Independent Contractors, Products - Completed Operations, Contractual Liability, and Broad Form Property Damage under this policy must be provided on an "occurrence" basis and not on a "claims made" basis. All comprehensive general liability insurance shall be for the following minimum insurance amounts:

| | Minimum Insurance | | |
|---------------------------------|----------------------|------------------------|--|
| Contract Amount | Bodily Injury | Property Damage | |
| Up To \$1,000,000 | \$ 1,000,000 | \$ 1,000,000 | |
| From \$1,000,001 to \$2,000,000 | \$ 2,000,000 | \$ 2,000,000 | |
| Over \$2,000,000 | \$ 5,000,000 | \$ 5,000,000 | |

Explosion, Collapse, and Underground Coverage (This coverage can be waived by Owner if project does not require same.)

III. Business Auto Policy

Coverage for Any Auto, Owned Vehicle, Non-Owned Vehicle, and Hired Vehicle under this policy must be provided. All business auto policy insurance shall be for the following minimum insurance amounts:

| | Minimum Insurance | | | |
|---------------------------------|-----------------------------|-------------------------------|------------------------------------|--|
| Initial Contract Amount | Bodily Injury Per Person | Bodily Injury Per Accident | Property Damage Per Accident | |
| Up To \$500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | |
| From \$500,001 To \$1,000,000 | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 | |
| From \$1,000,001 to \$2,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | |
| Over \$2,000,000 | \$ 5,000,000 | \$ 5,000,000 | \$ 5,000,000 | |

If coverage for "Any Auto" is carried, then coverages for Owned Vehicle, Non-Owned Vehicle, and Hired

Vehicle will not be required. If the Contractor does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II, and III above, Contractors may fulfill requirements by securing "Umbrella Liability Insurance" coverage, provided, that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II, and III above.

V. Beauregard Parish Police Jury as an Additional Insured

The Parish, its officials, employees, and volunteers must be named on all liability policies described above as additional insureds.

VI. Waiver of Subrogation

Contractors must obtain a "Waiver of Subrogation" from all insurance carriers providing coverage under Sections I, II, III, and IV in this Article for any and all claims which could be asserted against the Parish, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

VII. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Parish reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Parish, provided that the Parish shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

ARTICLE 13 - TRANSFERABILITY OF CONTRACT

No assignment of the contract of any right occurring hereunder shall be made in whole or in part by the Contractor, except to an entity affiliated with the Contractor, without the express prior written consent of the Parish, which connect shall not be unreasonably withheld. An entity affiliated with the Contractor shall include any entity owning at least twenty-five (25%) percent interest. In the event of any assignment permitted hereunder, the assignee shall assume the liability of the Contractor pursuant to this Contract.

ARTICLE 14 – TERMINATION FOR JUST CAUSE

In the event that any of the provisions of this contract are violated by the Contractor, or by any of their subcontractors, the Owner may serve written notice upon the Contractor and the surety of their intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10-days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said 10-days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and their surety shall be liable to Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site for the work and necessary therefore.

ARTICLE 15 - TERMINATION FOR CONVENIENCE

The State and Owner may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

ARTICLE 16 - ADDITIONAL SERVICES PROVIDED AT NO COST

- 1. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- 2. Reporting and Documentation: The Contractor shall provide and submit to the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in Mosquito Control Services and the related regulatory agencies' requirements. No amount of work is guaranteed under this contract. Multiple Contracts may be awarded for work occurring from any event. The amount due to Contractor will be based on the actual services provided per the unit rates included in the contract.

SECTION II. FEMA CONTRACT PROVISIONS

(Not Applicable)

ARTICLE 1 - FEMA CONTRACT PROVISIONS

The FEMA Contract Provisions included in Article 2, Part 8 are a part of these specifications, and the Successful Proposer will be required to adhere to them. FEMA/GOHSEP also requires that Contractors take affirmative steps to include small, minority, and disadvantaged businesses in any contracting opportunities. The Parish agrees with this approach and will require that the Successful Proposer take the following affirmative steps (as a minimum) with any subcontracting opportunities:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Proof that the Successful Proposer has complied with these affirmative steps shall be provided if requested.

ARTICLE 2 - FEMA CONDITIONS (2 CFR 200)

1. §200.322 Procurement of Recovered Materials

A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

2. §200.325 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A Bid Guarantee from each bidder equivalent to \$1,000 (made payable to the Parish). The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of

the bid, execute such contractual documents as may be required within the time specified. (Not Applicable)

- b. A Performance Bond on the part of the contractor for \$1,000,000 of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (Not Applicable)
- c. A Payment Bond on the part of the contractor for \$1,000,000 of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (Not Applicable)

3. §200.327 Financial Reporting

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

4. §200.328 Monitoring and Reporting Program Performance

- a. Monitoring by the Non-Federal Entity. The Non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The Non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.
- b. Non-Construction Performance Reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - 1) The Non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90-calendar days after the reporting period; quarterly or semiannual reports must be due 30-calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90-calendar days after the period of performance end date. If a justified request is submitted by a Non-Federal entity, the Federal agency may extend the due date for any performance report.

- 2) The Non-Federal entity must submit performance reports using OMB-approved government wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
 - i. A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - ii. The reasons why established goals were not met, if appropriate.
 - iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- c. Construction Performance Reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and passthrough entities to monitor progress under Federal awards and sub-awards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- d. Significant Developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - 1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- e. The Federal awarding agency may make site visits as warranted by program needs.
- f. The Federal awarding agency may waive any performance report required by this part if not needed.

5. §200.329 Reporting on Real Property

The Federal awarding agency or pass-through entity must require a Non-Federal entity to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15-years or longer. In those instances where the Federal interest attached is for a period of 15- years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

6. §200.333 Retention Requirements for Records

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub- recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for Program Income Transactions after the Period of Performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect Cost Rate Proposals and Cost Allocations Plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage charge-back rates or composite fringe benefit rates).
 - 1) If Submitted for Negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - 2) If Not Submitted for Negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

7. §215.44 Energy Efficiency

Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

8. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or Non-Federal entity, all contracts made by the Non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. Contracts for more than the simplified acquisition threshold currently set at \$152,550 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4 (b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part 1964 1965 Comp., pg. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141 3144, and 3146 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the

- construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40-hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40-hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 1387). As amended Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- j. See §200.322 Procurement of recovered materials.
- 9. CFR 200 Provisions for FEMA Grant Money
 - a. Access to Records DHS Grant Alert 15-05 Paragraph XXXIII (2)

Allows Federal Government (Grantee) access to a contractor's records; must include provision in contract stating this requirement by the contractor. The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, the Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and the Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

SECTION III. SCOPE OF SERVICES

RENOVATION ANNEX BUILDING AND ECONOMIC ENTERPRISE TECHNOLOGY CENTER

POLICE JURY ANNEX BUILDING -219 W. 2ND ST DERIDDER, LA 70634

Contractor warrants compliance of all applicable laws and regulations. The beginning of Phase 1 in the Police Jury Annex Building will consist of housing LSU Ag, Registrar of Voters, and a newly Remodeled and updated bathroom. The following pages give detail description of each area to be completed. The following project will consist of Insulation, spray foam insulation, metal framing studs and track, plumbing, water lines, plumbing fixtures, electrical, network, sheetrock, texture and paint, base trim, tile and vinyl flooring, LED lighting, concrete, air conditioner duct work, grid celling install, and various metal work.

The Police Jury will provide the following material:

- Sheetrock, mud, and tape
- Paint and primer
- Metal Studs and tracks and Wafer screws
- Bathroom appliances and fixtures
- Grid Ceiling and Ceiling tiles
- ❖ LED flat panels and emergency lighting and exit signs

ARTICLE 1 – SCOPE OF WORK

1. Women and Men Restroom (Women's 103, Men's 102, Janitor 101)

A. Prep work needed before framing

- 1) Fill any voids or holes in cinder block wall with spray foam insulation
- 1) Finalize there are no intrusions left on cinder block walls to prevent framing from sitting flush against wall.
- 2) Prep concrete floor for proper placement of metal stud track
- 3) Clean concrete floor for placement of metal track

B. Metal Framing

- 1) 2x4 metal studs will be installed and fastened to cinder block wall with lower metal track being fastened to the concrete
- 2) 2x8 metal studs will be place in main entrance wall of bathroom and center wall dividing both bathrooms. Attach lower track to concrete and a plate will need to be welded to the floor truss above to fasten upper track properly and secured
- 3) 2x4 metal studs and track will be used to build out Janitor 101 closet
- 4) Install proper backing for three (3) urinals, four (4) wall hung sinks, and two (2) water fountains, baby changing station, and grab bars inside ADA stalls.
- 5) Door spacing will be standard 3' x 7' door jams hollow wood doors
- 6) Metal studs will fasten inside the track with Wafer Screws #2 bit

- 7) All 2x4 walls will remain at 10' height
- 8) All 2x8 walls will be the height from the concrete to the floor truss or if it's under the metal beam in the main wall then it will attach to it.

C. Plumbing

Main water line will be located in Men's Bathroom on the west wall and will be a 2-inch PEX line to supply the bathrooms

- 1) Run 2-inch PEX line from main line to center stud wall dividing bathrooms. Also, will need to run a line upstairs and cap off for future use in Phase 3.
- 2) Tee off 2-inch PEX to 1-inch PEX and make drops through center stud wall to supply seven (7) toilets and three (3) urinals and install flush valve stops.
- 3) Run PEX to both outer walls for four (4) wall hung sinks. Two sinks inside Men's bathroom and 2 sinks in women's bathroom.
- 4) Run PEX line from Men's Bathroom sink lines to Janitor closet for mop sink.
- 5) Run PEX line to main wall of bathrooms for 2 water fountains to be installed.
- Run new vent lines through center stud walls to upstairs where pre-existing cast iron vent line is in place right now. Leave a spot upstairs for future tie-in when phase 3 occurs.
- 7) Install shutoff valves in both Men's and Women's area for easier cut off in the event something happens. A main valve will also be installed on the west exterior wall.
- 8) Install new piping for three (3) urinals to be attached after sheetrock is placed.
- 9) Install new drain lines for four (4) wall hung sinks, 1 mop sink, and two (2) water fountains.
- 10) Install 10-gallon hot water heater inside cabinet located inside Men's Bathroom near sinks.

D. Electrical

- 1) Run one outlet in Men's bathroom, one outlet in Women's bathroom, and one outlet in Janitor closet.
- 2) Run new outlet on outside of main wall in the location for water fountains to be plugged up when installed.
- 3) Run wiring from breaker panel in lobby area to bathroom areas to install four (4) LED flat panels in Women's bathroom and four (4) LED flat panels in Men's bathroom.
- 4) Run wiring and install box for motion sensor light switch in Men and Women's bathroom area.
- 5) Janitor closet will have a regular light switch installed inside of it.
- 6) One light fixture will go inside Janitor closet and will consist of a 2-bulb light fixture. Bulbs will be LED direct wire bulbs. T8 is the size of the bulb.
- 7) All lights will run to one main breaker on the panel and labeled accordingly.
- 8) All plugs will run to one breaker also and needs to be labeled accordingly.
- 9) One emergency light fixture will need to be installed in each bathroom, above and to the side of the doorway.
- 10) One exit lighting sign will need to be installed above doorway in each bathroom.
- 11) LED flat panels are 5,000k 50w. LED emergency lighting are 120v battery backup. LED exit signs are 120-volt LED battery backup.
- 12) LED direct wire bulbs will be 5,000k.

E. Sheetrock, Insulation, Wall Tile, flooring, and final touches

- 1) Spray foam insulation will be installed on center wall dividing both the bathrooms.
- 2) Fire retardant insulation will be sprayed inside Janitor closet to give it the 1-hour fire rating.
- 3) Roll insulation will be installed on all exterior walls of bathroom including the main wall of bathrooms also.
- 4) Install flush mounted baby changing station into wall before hanging sheetrock.
- 5) Hang sheetrock on all stud walls within the bathroom areas.
- 6) Float, texture, and paint sheetrock. Walls will be a gray paint called Morning Fog.
- 7) Lay concrete board down for tile flooring and install tile flooring.
- 8) Ceramic tile will be installed halfway up the wall on all walls with the rest being painted.
- 9) Once paint and flooring are complete, hang the 2'x2' grid celling through out both Men and Women's bathroom and install ceiling tiles.
- 10) Janitor closet will also include a grid celling into place.
- 11) Janitor closet will only be painted Morning Fog color and the floor will get vinyl VCT flooring put down in it.
- 12) Install all plumbing fixtures including toilet flanges, toilets, urinals, flush valves, wall mounted sinks, any plate coverings for electrical, emergency lighting, exit lighting, and all lighting panels.
- 13) One stall in each bathroom that is against the west wall will be the ADA approved stalls. One water fountain on the outside of the bathrooms will also need to be mounted at ADA approved height.

2. Voter of Registrar (Voting Area 105, Office 106, Office 107, Office 108, Voting Tabulation 109)

A. Preparation before framing:

- 1) Remove brick hearth at sealed up fireplace and discard of
- 2) Remove any intrusions that may be left on brick walls
- 3) Install wallboard insulation on exterior brick walls

B. Framing:

- 1) Run 2x4 metal studs and tracks along all brick walls both exterior and interior
- 2) Run 2x8 metal studs and tracks for the main entrance wall at the front door
- 3) Run 2x8 metal studs and tracks along the wall where the fireplace is and in front of the fireplace will call for 2x4 metal studs
- 4) Framing around the brick walls will fasten to the floor and to the brick walls with concrete screws
- 5) Framing for the offices will fasten to the floor and a plate will need to be welded above to fasten the top track pieces
- 6) The door frame between LSUAg and Voter of Registrar will need to be sealed up with 2x8 framing
- 7) All door and door frames for the offices will be 3'x7' hollow wood doors
- 8) The main entrance door will be a solid glass door with aluminum door framing
- 9) Voting Tabulation 109 will have a total of six 2'x4' tempered glass windows installed for a viewing area. See View 1 on the drawing
- 10) Install yellow gorments on metal studs to run electrical and data

C. Electrical:

- 1) Voting Area 105:
 - a. Run wiring and electrical boxes for 2 light switches to be placed at the main entrance and the secondary exit doors
 - b. Run wiring and electrical boxes for 6 plugs to be installed on north wall for voting machines
 - c. Run wiring and electrical boxes for 3 plugs to be installed inside front counter. Holes will need to be cut out on top of counter to insert plugs
 - d. Run wiring and electrical boxes for 4 plugs to be installed in back area of lobby for receptionist desk
 - e. Run wiring and electrical boxes for 3 emergency lighting and 2 LED exit signs to be placed above each exit door
 - f. Run wiring for 14 LED flat panel lights
- 2) Office 106, Office 107, Office 108
 - a. Run wiring and electrical boxes for 3 plugs to be installed in each office
 - b. Run wiring for 4 LED flat panel lights to be installed in each office
 - c. Run wiring and install electrical box for 1 light switch to be installed in each office
- 3) Voting Tabulation 109
 - a. Run wiring and install electrical box for 1 light switch to be installed by the door
 - b. Run wiring and install electrical box for 4 plugs to be installed in room
 - c. Run wiring for 6 LED flat panel lights to be installed
 - d. One electrical plug will need to be installed above counter for break room area

D. Plumbing:

Install new PEX line to supply sink in Voting Tabulation 109. Hot water will be run from LSU Ag center.

E. Sheetrock, flooring, and final touches:

- 1) Install 2'x4' windows in Voting Tabulation 109
- 2) Install roll insulation inside all frame walls
- 3) Hang, tape, float, texture, and paint sheet rock on all stud walls
- 4) Floors will need to be buffed and polished to bring back to a gloss
- 5) Install grid ceiling frame and tiles. Ceiling height will remain at 9'
- 6) Install vinyl base boards throughout the whole area
- 7) Install all faceplates for electrical plugs and switches
- 8) Install Emergency lighting and Exit signs
- 9) Install fire extinguisher boxes in proper areas
- 10) Install counter space in Voting Tabulation 109 for break area

3. LSU Ag Center (Lobby 110, Office 111, Office 112, Work Room 113)

A. Prep work needed before framing:

- 1) Pour 1-inch of concrete in complete area of LSU Ag center to be even with existing gym floor. One existing floor drain and sink drain will need to be kept for warming area in Work Room 113.
- 2) Remove all intrusions off brick wall, that includes any old pipes, wood, old gas line, breaker panel that will no longer be needed, any remaining copper lines, and an old window unit will need to be removed for window to be installed.

- 3) Cut away any existing electrical conduit left sticking up through concrete, this step will need to be done before pouring concrete.
- 4) Install ³/₄" insulation board along any exterior brick wall.
- 5) Add window where old window unit is now. Window will need to be 2'H x 2'-3" W. Window will need to be ordered by contractor

B. Metal Framing:

- 1) 2x8 metal studs will construct the main wall or entrance to this area. The track will fasten to the concrete below and fasten to the metal beam above.
- 2) The front main entrance door will be a 3'x7' glass metal frame door.
- 3) The offices inside will consist of 2x4 studs and tracks. These studs will cover all brick interior and exterior walls.
- 4) The 2x4 studs along the brick wall will be fastened to the brick wall with concrete screws
- 5) The 2x4 stud and track not against the brick will need to have a plate welded at the top to fasten the top track to and the lower track will fasten to the concrete.
- 6) Office doors will be 3'x7' hollow wood doors and frames
- 7) Install yellow protective grommets on metal studs for wiring and network cable to run through.
- 8) Install new office door frames and front entrance door frames,

C. Electrical:

- 1) Lobby 110 & Work Room 113:
 - a. Run wire and install 2 light switches and boxes at both the back door and main entrance door
 - b. 5 LED flat panel lights will be installed in Lobby 110 and 5 LED flat panel lights will be installed in Workroom 113
 - c. 3 electrical plugs and boxes will be installed in Lobby 110 and 4 electrical plugs and boxes will be installed in Work Room 113 with a plug being installed under the counter for hot water heater and above the counter for appliances
 - d. Run wiring for LED exit signs above both the main entrance door and the back exit door
 - e. Run wiring for 2 LED emergency back up lights to be installed, 1 light will go in Lobby 110 and the other in Work Room 113
- 2) Office 112
 - a. Run wiring and electrical boxes for 1 light switch and 3 electrical plugs
 - b. Run wiring for 4 LED flat panel lights to be installed
- 3) Office 111
 - a. Run wiring and electrical boxes for 1 light switch and 3 electrical plugs
 - b. Run wiring for 5 LED flat panels to be installed

D. Plumbing:

There is a 1 ½" copper line that feeds side of the building and is located in the ceiling above the back exit door.

- 1) Transition the copper line to PEX and reduce down to 1"
- 2) Run new PEX line to sink area in Work Room 113 and install sink valves
- 3) Install hot water heater underneath cabinet in Work Room 113
- 4) Run a separate line off the new PEX over to Office 111 and cap off for future use in

Phase 3

5) Continue running new PEX line over to Voting Tabulation 109 for a sink to be put in that area

E. Insulation, Paint, Flooring, and Final Touches:

- 1) Install roll insulation in 2x4 and 2x8 stud walls
- 2) Hang, float, texture, and paint sheetrock on all stud walls
- 3) Install VCT flooring down on cement in all areas
- 4) Install and glue vinyl baseboard in all area
- 5) Install and hook up new counter and sink in Work Room 113
- 6) Paint and seal metal door at the back exit
- 7) Install 2'x2' metal grid celling and install tiles, ceiling will remain at 9' height
- 8) Install LED exit signs and install LED emergency lighting
- 9) Install fire extinguisher boxes near the main entrance and back door exit
- 10) Install proper signage on offices, front entrance, and back door exit.
- 11) Install any faceplates for electrical plugs and light switches

ARTICLE 2 - COMPENSATION FOR SERVICES AND PAYMENT TERMS

The CONTRACTOR shall submit to the OWNER an invoice and statement for its completed services including all the work performed.

OWNER shall not be responsible for any payment to CONTRACTOR for any additional services or expenses not specifically included in the contract except upon execution of an amendment to this contract in writing by both OWNER and CONTRACTOR. OWNER and CONTRACTOR shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

Payment of CONTRACTOR by OWNER is not contingent upon the OWNER being reimbursed by any private insurance company, local, state, or federal government agency. Payment to CONTRACTOR will be made for all work directed by the OWNER.

Each individual invoice shall be due and payable forty-five (45) days after receipt of invoice. After validation, all invoices shall be delivered to:

Beauregard Parish Police Jury 201 W 2nd Street DeRidder, LA 70634

For both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final or last billing to the OWNER. This certifies that all services have been properly performed and all charges and costs have been invoiced to the OWNER

ARTICLE 3 - DEFAULT

With the exception of the payment of any money due to the Contractor, in the event either party shall fail to do or to refrain from doing any obligation required by such party under this agreement, then in such event the non-defaulting party shall notify the defaulting party in writing of the alleged breach(s), giving the specifics as to the alleged breach(s) and referencing the particular provision(s) of this Annex Building, Economic Enterprise Technology Center - Renovation

Page 24 of 45

agreement which have allegedly been violated. The defaulting party shall have 10 days from receipt of such notice to object to the allegations and/or advise the non-defaulting party in writing of the time frame and steps which the defaulting party agrees to undertake to cure any such default(s). Such curative plan of action shall be in writing and personally served upon the Parish President. So long as the defaulting party has cured all defaults within 30 days from the date the defaulting party has sent its curative plan to the non-defaulting party, then the defaulting party shall be deemed to be in compliance with this agreement.

ARTICLE 4 - HOLD HARMLESS

Contractor agrees to hold the PARISH free and harmless from loss from each and every claim and damage of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Contractor, its agents, servants, and employees, and for all loss and damage by reason of such acts or omissions.

ARTICLE 5 - LICENSES

Contractor shall at all times during the term of this agreement maintain all such necessary state and/or federal licenses and/or permits required for the services provided as defined in Article 1, Scope of Work.

SECTION IV. DOCUMENTS TO BE COMPLETED BY ALL PROPOSERS

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

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LOUISIANA UNIFORM PUBLIC WORK BID FORM

| TO: | Administrative Office | BID FOR: | <u>Renovations</u> | , Annex Building | |
|---|--|--|--|--|--|
| | Beauregard Parish Police Jury | _ | | Street | |
| | 201 W. 2 nd Street | _ | | ouisiana 70634 | |
| | DeRidder, Louisiana 70634 | _ | Project Num | ber: 21-EETC-233 (Phas | se 1) |
| Docume addenda applianc completi | dersigned bidder hereby declares and represents, b) has not received, relied on, or based his, c) has personally inspected and is familiar with es and facilities as required to perform, in a ion of the referenced project, all in strict accordance and dated: August 23, 2021 | bid on any verbal in the project site, a workmanlike manne with the Bidd | instructions con nd hereby propo anner, all work | ntrary to the Bidding Docum ses to provide all labor, mate and services for the consti | ents or any erials, tools, ruction and |
| Bidders | must acknowledge all addenda. The Bidder a | cknowledges rece | eipt of the follow | ving ADDENDA: (Enter the | number the |
| Designer | has assigned to each of the addenda that the Bidder | is acknowledging)_ | | | · |
| | L BASE BID: For all work required by the ut not alternates) the sum of: | Bidding Docume | nts (including a | ny and all unit prices design | nated "Base |
| | | | Dollars (\$ |) | |
| | ENATES: For any and all work required by the das alternates in the unit price description. | the Bidding Docu | ments for Alter | nates including any and all | unit prices |
| Alterna | ${f te~No.~1}$ (Owner to provide description of alternate and s | state whether add or de | educt) for the lum | p sum of: | |
| Not A | pplicable | | Dollars (\$ | Not Applicable |) |
| Alterna | te No. 2 (Owner to provide description of alternate and s | state whether add or de | educt) for the lum | p sum of: | |
| Not A | pplicable | | Dollars (\$ | Not Applicable |) |
| Alterna | te No. 3 (Owner to provide description of alternate and s | state whether add or de | educt) for the lum | p sum of: | |
| Not A | pplicable | | Dollars (\$ | Not Applicable |) |
| NAME | OF BIDDER: | | | | |
| | ESS OF BIDDER: | | | | |
| NAME TITLE | IANA CONTRACTOR'S LICENSE NUMB OF AUTHORIZED SIGNATORY OF BID OF AUTHORIZED SIGNATORY OF BID TURE OF AUTHORIZED SIGNATORY O | DER: | | | |
| DATE: | | | | | |
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THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

^{*} The <u>Unit Price Form</u> shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

^{**} A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

SIMILAR PROJECTS FORM

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project. Attached additional sheets if necessary. Respondent may use own form.

| | | Completed Project | <u>#1</u> | |
|----------------------------------|------|-------------------|--------------------|---------------------------------------|
| Agency/company: | | | | |
| Current contact person at agency | | | | |
| Telephone: | | | | |
| Address of agency/company: | | | | |
| Name of project: | | | | |
| Description: | | | | |
| | | | | |
| Project value: | | | Completion date: | |
| | | (month/year) | _ 1 _ | (month/year) |
| Name(s) of assigned personnel: | | | | |
| Project manager: | | | | |
| Others: | | | | |
| | | | | |
| | | Completed Project | <u>#2</u> | |
| Agency/company: | | | | |
| Current contact person at agency | | | | |
| Telephone: | Fax: | | _ E-mail: | |
| Address of agency/company: _ | | | | |
| Name of project: | | | | |
| Description: | | | | · · · · · · · · · · · · · · · · · · · |
| Project value: | | | _ Completion date: | · · · · · · · · · · · · · · · · · · · |
| Name(s) of assigned personnel: | | (month/year) | | (month/year) |
| | | | | |
| Project manager: | | | | |
| Others: | | | | |

Completed Project #3

| | | | · · · · · · · · · · · · · · · · · · · |
|--------------|---------------------------------------|-------------------------|---------------------------------------|
| //company: _ | | | |
| ax: | E-mail | : | |
| | | | |
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| | | | |
| | | | |
| Start date: | | Completion date: | |
| _ | (month/year) | - 1 | (month/year) |
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| | · · · · · · · · · · · · · · · · · · · | | · · · · · · · · · · · · · · · · · · · |
| | | | |
| | | | |
| | y/company: _ ax: Start date: _ | Start date:(month/year) | · · · · · · · · · · · · · · · · · · · |

REFERENCES

Below, or on an attached sheet, list references per RFB requirements for providing MOSQUITO AERIAL ULV SPRAYING Services. Provide the name, addresses, and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied. Respondent may use own form.

REFERENCE #1

| Name of Client: | | |
|--------------------------|--------------|--|
| Address: | | |
| | Fax: () | |
| Contact Person: | Title: | |
| Description of services: | | |
| | REFERENCE #2 | |
| Name of Client: | | |
| Address: | | |
| | Fax: () | |
| | Title: | |
| Description of services: | | |
| | REFERENCE #3 | |
| Name of Client: | | |
| Address: | | |
| | Fax: () | |
| Contact Person: | Title: | |
| Description of services: | | |

SECTION V. FEMA REQUIRED CONTRACT PROVISIONS

The awarded contract must contain the contract provisions required by 2 C.F.R. § 200.326 and further described in Appendix II to 2 C.F.R. Part 200 and FEMA guidance. These include, among others, provisions permitting Parish to terminate the contract for cause or convenience.

Any contract made and entered into as a result of this solicitation will be made in Beauregard Parish, Louisiana and will be performed in Beauregard Parish, Louisiana. Louisiana law shall govern all the rights, obligations, duties and liabilities of the parties under contact and Louisiana law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. Any and all legal actions or proceeding relating to the contract shall be brought in a court of competent jurisdiction in Beauregard Parish, Louisiana. By executing the contract, the parties submit to the jurisdiction of said courts and irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Beauregard Parish, Louisiana.

DISADVANTAGED BUSINESS ENTITIES (DBE)

It is the policy of Parish to provide businesses owned by minority persons equal access and opportunity to participate fully in all aspects of the County's programs; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business with the County. Womenowned and minority-owned businesses are encouraged to apply.

If the Respondent intends to subcontract any portion of the work under the awarded contract, the Respondent must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

DISASTER RELIEF AND RECOVERY PROVISIONS FEDERAL FUNDING

The PARISH has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the PARISH for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms

and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the PARISH and the State of Louisiana.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Louisiana, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the PARISH, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with The PARISH are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall 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(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall 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.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall 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.
- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of

- September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government 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.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub- CONTRACTOR(s) or proposer. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s)or proposer as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the PARISH, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E- Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E- Verify Program and make such record(s) available to the PARISH upon request.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK"

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s)as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award. Proposers shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

TERMINATION FOR CONVENIENCE

The PARISH may terminate any awarded contract at any time for any reason by giving at least seven (7) days' notice in writing to the awarded Proposer. If the contract is terminated by the PARISH as provided herein, the awarded Proposer shall be entitled to receive payment for those services rendered and eligible for payment under this contract reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded Proposer fails to comply with any of the terms and conditions of the awarded contract, The PARISH may give notice, in writing, to the awarded Proposer of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, The PARISH may, with no further notice, declare the awarded contract to be terminated. The awarded Proposer shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by The PARISH by reason of the awarded Proposer's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Proposer is not relieved of liability to The PARISH for damages sustained by The PARISH by virtue of any breach of this Contract by the awarded Proposer and The PARISH may withhold any payments to the awarded Proposer for the purpose of setoff until such time as the amount of damages due The PARISH from the awarded Proposer is determined.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

- 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| CONTRACTOR Company Name | |
|-------------------------|----------|
| Name | <u> </u> |
| Title | |
| Signature | Date |

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of their knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

| CONTRACTOR Name | | |
|--|------|--|
| Signature of Contractor's Authorized Official | | |
| Name and Title of Contractor's Authorized Official | Date | |

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

| CHEC | CK ONE | | | | |
|-----------|--|--|--|--|--|
| [] | To the best of our knowledge, the undersigned firm has no potential conflict of interest due to an other clients, contracts, or property interest for this project. | | | | |
| <u>OR</u> | | | | | |
| [] | The undersigned firm, by attachment to this form, submits information which may be a pote conflict of interest due to other clients, contracts, or property interest for this project. | | | | |
| | e to provide documentation of a possible of | ay result in disqualification of your proposal. Likewise conflict of interest may result in disqualification of your | | | |
| Signe | d, as to both statements: | | | | |
| Comp | any Name | Authorized Signature | | | |
| Name | (Print or Type) | Date | | | |

STATE OF LOUISIANA

NON-EXCLUSIVE CONTRACT

| This | contract (this "Contract") is made and entered into on the | day of | , 2020, by and |
|------|---|--------------------|--------------------------|
| | between the Beauregard Parish Police Jury (the "Owner") | and | |
| | ("Contractor") authorized to transact business in the State | of Louisiana (the | "State") and shall begin |
| | from the Notice To Proceed issued by the Owner and shall it | not extend for mor | e than 120-days without |
| | authorization from the Owner and agreement of the parties. | | |

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services for the Renovation as defined in the Scope of Services attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services are provided in a professional manner;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- 1. The ANNEX BUILDING, ECONOMIC ENTERPRISE TECHNOLOGY CENTER RFB,
- 2. This Contract,
- 3. All Exhibits, including Scope of Services and Contractor's Price Proposal,
- 4. Notice of Invitation for Proposal,
- 5. Uniform Public Works Bid Form
- 6. Contractor's Qualifications,
- 7. General Conditions,
- 8. Contractor's Bonds and Certificates of Insurance,
- 9. Notice of Award.
- 10. Notice to Proceed, and
- 11. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract and RFB including Scope of Services and Contractor's Proposal, duly authorized Change Orders, General Conditions, Notices, Bonds, and Contractor's Qualifications.

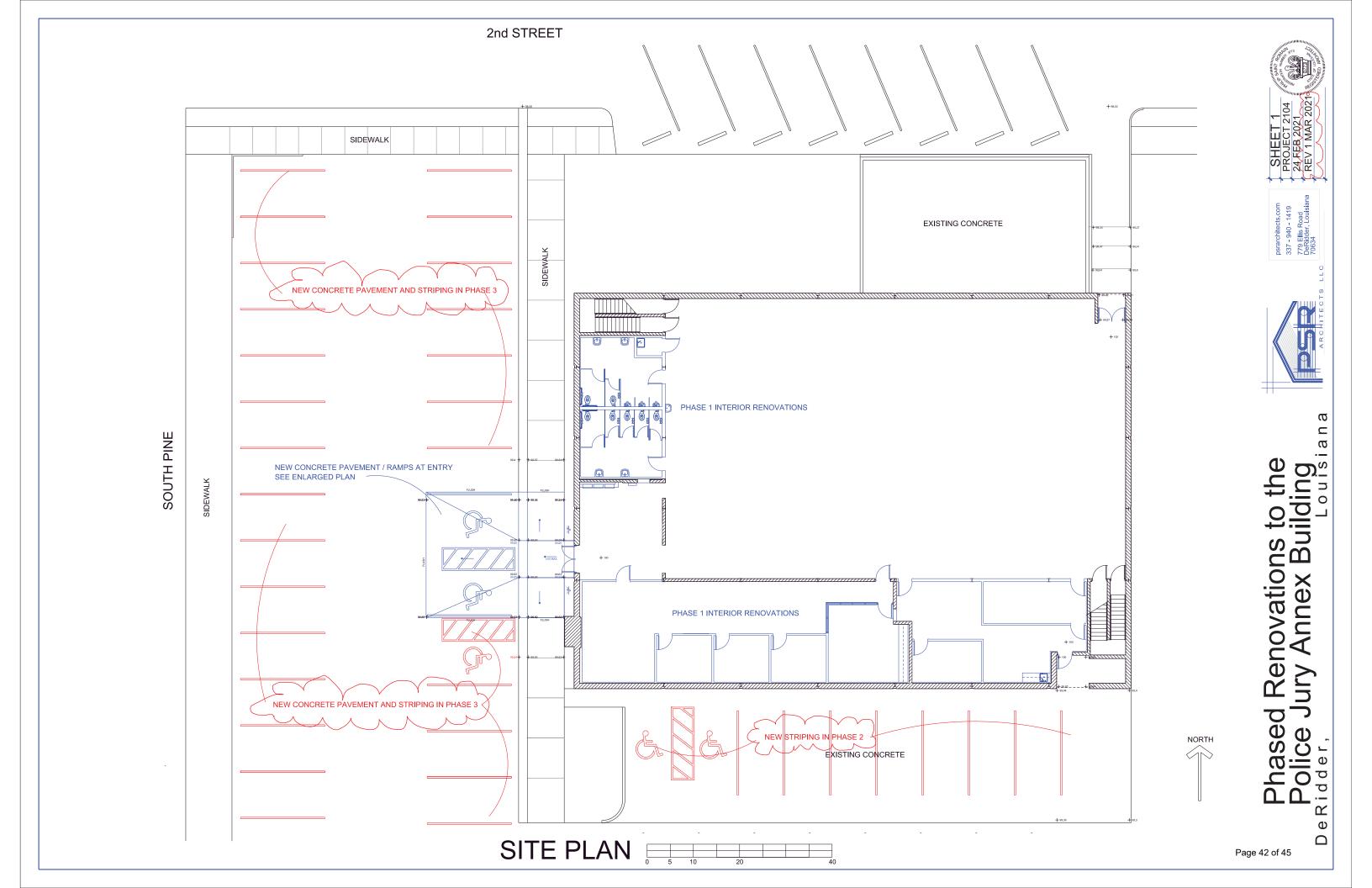
This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

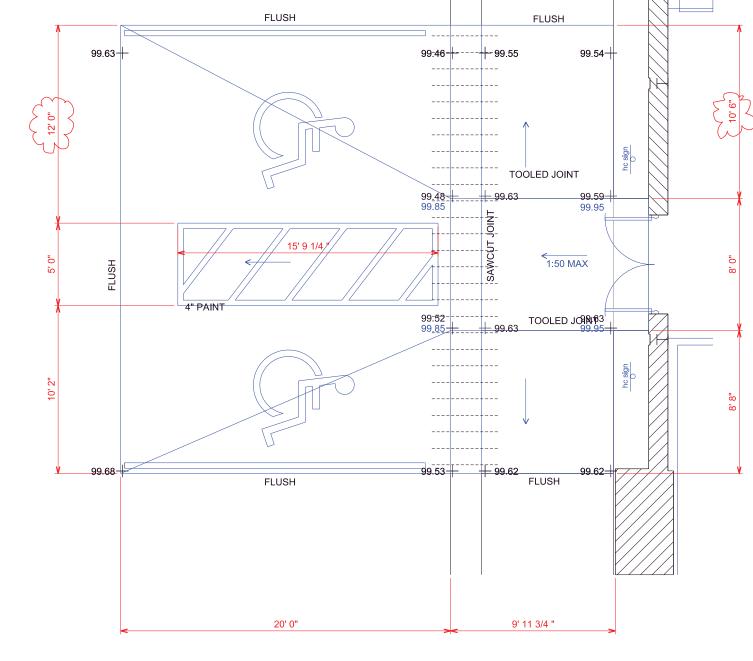
| above written. | |
|-------------------------------|--------------|
| CONTRACTOR | |
| By: | <u> </u> |
| Name: | |
| Its: | <u> </u> |
| Beauregard Parish Police Jury | |
| By: | _ |
| Name: | <u> </u> |
| Its: | _ |
| Attest: | |

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first

SECTION VI. DRAWINGS

(4 pages)





CONCRETE DESIGN:

- 1. 3500 PSI CONCRETE PAD SLOPED AS SHOWN WITH MEDUIM FIBERMESH REINFORCING
- 2. INSTALL 3/8" DIA, REBARS AT 24 O. C. BOTHWAYS, WITH 6" X 6", 6 GA WWF, 3. MINIMUM CONCRETE THICKNESS 4.5"
- 4. INSTALL 3/8" STEEL PLATE OVER EXISTING DRAIN
- 5. SAWCUT CONCRETE OVER DRAIN EDGE AS SHOWN, 1" DEEP
- 6. INSTALL 3 /8" REBAR AT 12 " OC, 4' LONG AS SHOWN

FOUNDATION / CONCRETE GENERAL NOTES:

- A. ALL CONCRETE WORK SHALL BE IN COMPLIANCE WITH APPLICABLE CODES AND STANDARDS OF THE AMERICAN CONCRETE INSTITUTE AND THE REINFORCING STEEL
- B. LAP ALL REINFORCING BARS A MINIMUM OF 24 BAR DIAMETERS BUT NOT LESS THAN 12". STIRRUPS AND TIES LAPPED AT LEAST 6 BAR DIAMETERS BUT NOT LESS LESS THAN 2 1/2". WWF, LAP NOT LESS THAN 6"
- C. BENDS FOR STIRRUPS AND TIES SHALL HAVE RADII ON THE INSIDE OF THE BAR NOT LESS THAN ONE BAR DIAMETER. BENDS FOR ALL OTHER REINFORCING BARS SHALL HAVE RADII ON THE INSIDE OF THE BAR NOT LESS THAN 3 BAR DIAMETERS.
- D. PROVIDE A 3" MIN. SPACE BETWEEN ALL RE-BARS AND THE SURFACE OF THE CONCRETE.
- E. WET FORMS AND GROUND BEFORE PLACEMENT.
- F. PLACE CONCRETE NOT LATER THAN 1-1/2 HOURS AFTER STARTING TO MIX CEMENT AND WATER.
- G. WHEN CONCRETING IS ONCE STARTED, IT SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE PLACING OF THE PANEL
- H. VIBRATE IF REQUIRED TO CONSOLIDATE MIX AND WORK MIX AROUND REINFORCEMENT. DO NOT OVER-VIBRATE BECAUSE THIS SEGREGATES THE AGGREGATES.

\Box $\boldsymbol{\omega}$ Building Renovations to the ury Annex Building Phased Police Ridder, \simeq Φ

