

# **Bid Number 50-00147161**

Two (2) Year Contract to Provide Landscape and Chemical Maintenance on the Westbank Expressway from US 90 to Terry Parkway for the Jefferson Parish Department of Parkways

Bid Due: March 6, 2025 AT 2:00 PM

# **ATTENTION VENDORS!!!**

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
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# TWO (2) YEAR CONTRTACT TO PROVIDE LANDSCAPE AND CHEMICAL MAINTENANCE ON THE WESTBANK EXPRESSWAY FROM US 90 TO TERRY PARKWAY FOR THE JEFFERSON PARISH PARKWAYS DEPARTMENT

# BID #50-00147161

#### NON-MANDATORY PRE-BID CONFERENCE

# All prospective bidders are invited to attend the non-mandatory pre-bid conference which will be held at

Location: GGB, 200 Derbigny Street, Suite 4400, Gretna, LA 70053

Date: Friday, February 14, 2025

**Time**: 9:00 AM

#### PRE-BID INSPECTION OF THE SITE

All prospective bidders are encouraged to visit the site prior to submitting a bid. The work Site shall be considered the center median of the Westbank Expressway beginning at the US 90 / US 90B interchange and ending at the drainage canal on the east side of Terry Parkway. The work site shall include all aspects of the center median and include, but not be limited to, U-turns, concrete traffic islands, drainage ditches and pedestrian pathways. In addition, the work site shall cover the right-of-way portions of the US 90 and US 90B interchange (to the existing wood lines).

A large portion of the work beginning in the vicinity of Cohen Street and ending at the drainage canal east of Terry Parkway will occur under the elevated roadway portion of the Westbank Expressway. In this area, the work shall take place within the center median between the lower-level travel lanes.

• For Clarification, the limits of work between Terry Parkway and Drake Avenue will include the center median portions of the project. The limits of work between Drake Avenue and 9 Mile Point will include the center median and the outer right-of-way from the edge of the road to the utility lines. The limits of work from 9 Mile Point to the western side of the project shall be outlines by the attached map.

#### **SCOPE OF WORK**

The Jefferson Parish Department of Public Works – Parkways Department (Parkways) is soliciting qualified Contractors for a two (2) year contract for turnkey landscape and chemical maintenance operations to include, but not be limited to, grass cutting, weed control, weed eating, edging, blowing, trash and debris removal, mulch placement, sweeping, chemical applications and associated maintenance for the center median of the Westbank Expressway. The anticipated contract start date for this two (2) year maintenance contract shall be April of 2025. The scope of work shall include all scheduled tasks outlined in these specifications. This shall include turnkey maintenance of the designated areas to include all specified aspects of landscape maintenance. All pricing shall include the necessary equipment, incidentals, licenses, insurance, labor, fuel and transportation to perform the work. The Contractor shall refer to Resolution No. 136353, as amended, which provides a uniform set of "General Conditions and Agreement for all contractors engaged in performing work or services for the Parish of Jefferson".

#### **BONDS**

- <u>BID BOND</u> An electronic bid bond in the amount of 5% of the total bid price is due with the bid submission.
- <u>PERFORMANCE BOND</u> A performance bond in the amount of 50% of the total bid price is required at the signing of the formal contract. The proposer acknowledges and agrees that the Performance Bond may be forfeited for the successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.
- PAYMENT BOND A payment bond in the amount of 50% of the total bid price is required at the signing of the formal contract.

# **LICENSING**

#### **Bidder Must have this:**

• Louisiana State Contractors' Commercial license with the classification of SPECIALTY: **LANDSCAPING**, **GRADING AND BEAUTIFICATION** (This license number is required to be on the electronic envelope)

Bidders [and/or subcontractor(s)] shall be licensed per LSA-R.S. 37:2150-2163 and shall furnish copies of the front and back (as applicable) of each required license and certification. Failure to submit these copies will deem the bid non-responsive.

- Louisiana Department of Agriculture & Forestry State Landscape Horticulturalist License;
- Louisiana Department of Agriculture & Forestry Ground Owner Operator License;
- Louisiana Department of Agriculture & Forestry Category 6: Right-of-Way & Industrial Certification;
- Louisiana Department of Agriculture & Forestry Category 3: Turf and Ornamental Certification;
- Louisiana Department of Agriculture & Forestry Irrigation Contractors' License;
- Louisiana Department of Agriculture & Forestry Arborist License.

Subcontractors may be utilized to assist the Contractor with this project but cannot be used to fulfill license requirements. However, all proposed subcontractors must be licensed in accordance with the type of work they will be performing. In addition, the Contractor must submit, in writing, all proposed subcontractors to Jefferson Parish for approval prior to any subcontracted work taking place. For example, mulch placement may be subcontracted to a Landscape Horticulturalist, or palm trimming may be subcontracted to a licensed Arborist.

All required licenses and certifications shall be valid through the term of the contract. In the case of individually held licenses, such as Landscape Horticulturalist, any changes in the individual holding the license shall be submitted to Jefferson Parish.

The Contractor is solely responsible for abiding by all applicable laws and regulations relating to each required license.

#### PERIOD OF AGREEMENT

The term of the contract shall be for two (2) years.

#### **INVOICING**

Bid pricing shall be provided for each task associated with this contract. The Contractor shall submit one (1) invoice per month for each task completed within that month. Monthly invoices will vary in value based on the schedule or work. Any approved incidental work shall be invoiced separately from the monthly maintenance cost and can be submitted any time after the work is accepted as complete by Parkways. There is no guaranteed quantity of any incidental bid items to be used for this contract. All bid items shall include all associated costs related to the item such as labor, material, equipment, fuel, insurance and related incidentals. Each invoice shall also include a copy of that month's spray (chemical) report. The Contractor shall utilize the standard Louisiana Department of Agriculture and Forestry 'Commercial Pesticide Applicator Record Keeping Form' for his record keeping.

#### **LIQUIDATED DAMAGES**

Some scheduled maintenance items within the required specifications must be completed within a designated time frame. These schedules are important to the overall appearance of the Site. Once a certain task begins, the Contractor will have a set number of calendar days to complete the task to the satisfaction of the Jefferson Parish Parkways Department. As designated within certain tasks, liquidated damages may be assessed in an amount of \$200.00 per calendar day for each day that the task remains incomplete. For example, mulch placement must be complete within seven (7) calendar days. If the Contractor takes nine (9) calendar days to complete the task, he may be penalized up to \$400.00 for the delayed completion.

#### **PART I QUALIFICATIONS**

#### MINIMUM REQUIREMENTS

All bidders must have the knowledge, resources and capabilities to meet the expectations of this contract. The successful bidder shall not put an undue hardship on Jefferson Parish staff due to a lack of experience with work of a similar scope and scale.

#### INDUSTRY STANDARDS, TESTS AND RECOMMENDATIONS

The following are standards, tests, and recommended methods that shall apply to this work:

- Occupational Safety and Health Administration (OSHA)
- Louisiana Department of Agriculture & Forestry (LDAF)

# **MINIMUM EQUIPMENT**

The Contractor shall determine the equipment that is to be used. The bid shall include equipment, operators, fuel, maintenance and transportation. All equipment shall be in a good state of operation and shall be maintained to work and perform the tasks it was designed for in an expedient time frame. Continual breakdown, repairs or work stoppage due to equipment failure will not be permitted. Any damage that occurs to the Site related to faulty equipment shall be repaired immediately at the Contractor's expense. All equipment required to complete the associated tasks shall be furnished upon request. The following information shall be included: type, make, model, manufacturer and quantity.

#### **PART II DEFINITIONS**

#### **DEBRIS**

Only debris such as grass clippings, dirt, or any other natural rubbish created, as a direct result the Contractor's performance will be considered to be debris. Under no circumstances shall the debris from the maintenance work be allowed to remain overnight in any one area.

#### TRASH

Any non-organic or manmade debris that is not part of or obstructs the area to be maintained by the Contractor, is considered to be trash and will be removed prior to the start of any maintenance work. Trash considered too large to be removed by hand or which requires specialized equipment to remove, shall be reported to Ronald Johnson with the Jefferson Parish Parkways Department as soon as possible so that the obstruction can be removed. The Contractor shall be responsible for establishing the most efficient method of trash removal. Shredding of trash by mowers will not be permitted.

#### **MEDIAN**

The entire area between the back of curb of opposing multiple travel lanes. For example: A roadway has two one-direction lanes traveling east and two one-direction lanes traveling west. The lanes are divided by an area 100' wide as measured from the back of curb of the eastbound lanes to the back of curb of the westbound lanes. This 100' area is the median.

#### **REPAIR / REPLACEMENT**

A list of common incidental repair items is included with this bid. All bidders shall price the incidental items on the bid form for the possibility of providing and installing the items during the life of the contract. There is no minimum or maximum quantity of each item that may be required during the contract. Each item, if required during the contract, will be invoiced in addition to the monthly invoice. All items will require prior approval from Jefferson Parish before being purchased and installed. Whenever possible, the contractor shall supply the same manufacturer and product number of any incidental items he repairs/replaces. All incidentals item pricing shall include all freight, taxes, labor, tools and supplies to properly install each item.

Any additional repair and or replacement not included on the incidental line items sheet, including all associated labor, delivery charges and taxes, shall be approved by Jefferson Parish prior to that repair taking place. The Contractor shall provide a written description of the work to be performed and included all pricing for approval by Jefferson Parish prior to performing the work.

#### **INCIDENTAL WORK**

In addition to the items specified, a common incidental material list (bid form) is attached to these specifications. All bidders shall price each line item on the form for the <u>possibility</u> of providing and installing the items during the life of the contract. There is no minimum or maximum quantity of each item that may be required during the contract. Each item, if required during the contract, will be invoiced in addition to the regular monthly invoice. All items will require prior approval from the Jefferson Parish Parkways Department before being purchased and/or installed. With regard to chemical maintenance items, the incidental bid form includes a price per acre for both granular and liquid applications (labor), as well as pricing for the actual products. Rates are listed in per acre amounts. If any applications from the incidental list are required, the application price (labor) and the product price will be added together to get the total cost of the application. If more than one product will be applied at the same time, of the same constancy, only one application (labor) cost will be included in the total cost.

Incidental bid item pricing will be the basis for any changes (addition, subtraction or substitution) to the chemical application program due to weather conditions, infestation, storms or natural disasters. All incidental item pricing shall include freight, taxes, tools and supplies required to properly install each item.

Any additional repair and/or replacement not included on the incidental line items sheet, including all associated labor, delivery charges and taxes, shall be approved by the Director of the Jefferson Parish Parkways Department prior to the work taking place. The Contractor shall provide a written proposal including a description of the proposed work and an itemized cost breakdown for approval prior to performing the work.

#### **ASSOCIATED COSTS**

It is the Contractor's responsibility to maintain the Site to the highest standard. However, the Contractor is not responsible for any replacement costs, or labor that exceeds the work outlined in this document.

#### **UNIT PRICING**

This bid shall utilize unit pricing. Invoicing will be based on the amount and type of work performed in that month, and shall be billed accordingly. A minimum frequency of work is stated for all bid items; however, additional work may be requested. All additional work shall be paid at the provided unit cost on the bid form.

#### **MAINTENANCE REPORTS**

A monthly maintenance report may be required by the Jefferson Parish Parkways Department to be kept and submitted with monthly invoices. These reports, if required, are records used for tracking and quality assurance purposes. The Contractor is required to notify Jefferson Parish within 24 hours of any problems and/or restrictions that would prevent him from performing his duties. The Contractor shall provide his own form.

#### **INSPECTIONS**

Frequent inspections of area of work performed shall be made by Jefferson Parish personnel to determine the acceptance of the work performed. In the event the work is considered unacceptable, the Contractor will be directed to immediately employ any and all methods or means to bring the area up to an acceptable level within three (3) calendar days of notice, without any extra cost to Jefferson Parish. The discovery of any fraudulent activities associated with this contract during the inspection process will be grounds for immediate contract termination without further compensation. In addition, such circumstances may initiate possible legal ramifications for the Contractor.

#### TRAFFIC CONTROL AND SIGNS

The Contractor shall provide all necessary barricades, signs, lights and warning devices or any other item necessary in order to properly move traffic around or through his operations. Set up, removal and maintenance of all traffic control equipment shall be by the Contractor. Slow moving vehicle signs and flashing lights shall be installed on all moving equipment that will use the public rights-of-way for movement of equipment. In the event that a lane of traffic will need to be closed, the Contractor shall provide sufficient notification to the Jefferson Parish Traffic Engineer of necessity to close any portion of the roadway carrying vehicles or pedestrians. The Contractor will request final approval of such closings from the Department of Public Works, Traffic Engineering Division, at least ten (10) working days in advance.

The Contractor shall be responsible for providing safe and expedient movement of traffic through the work Site. The Contractor must have in place prior to work, a method of recording, responding and repairing legitimately broken glass, windshields or any other kind of damage experienced due to the work being performed.

The Louisiana State Manual for Uniform Traffic Control shall be strictly enforced.

#### **WORK PERIODS**

No work shall be done between 6:00 p.m. and 7:00 a.m., or on Saturdays, Sundays, or legal holidays without permission from Jefferson Parish. However, emergency work may be done without prior permission. In the event that the Contractor wishes to work weekends, holidays or outside the allowed times of the local governing bodies, he must secure permission from Jefferson Parish, and provide at least 72 hours notification of his intentions. The Contractor must also be aware of any local event(s) that may affect his scheduled maintenance operations.

#### **UTILITY SERVICE INTERRUPT**

In the event of interruption of public or private utility service or general damage to public or private properties as a result of accidental breakage or any other actions by the Contractor, he shall immediately notify the proper authority and/or property owner and shall fully cooperate with said authority or owner until the service is restored to its previous capacity. All costs associated with the notification and repair shall be paid for by the Contractor.

#### **ONGOING CONTRACTS**

It is possible that other Contractors may be working within close proximity to the Site. The Contractor shall coordinate his work with any other Contractors working in or around the locations. Should a conflict occur, a Parish representative will make all final decisions.

#### **NUISANCE CONTROL**

The Contractor shall include in his bid the control of dust, noise and odors created by his operations. All controls shall be completed in order that nuisances are minimized.

#### TRANSFERRING CONTRACTS

Transfer of this contract shall not be allowed under any circumstances unless an amendment is passed by the Jefferson Parish council.

#### PART III LANDSCAPE MAINTENACE PROGRAMS AND FREQUENCIES

#### **GRASS CUTTING (MOWING)**

The Site shall have the grass cut a minimum number of times per year. The frequency shall be: a minimum of one (1) cut per every ten (10) calendar days during the period of May 1 through September 30; one (1) cut per every two (2) weeks or fourteen (14) calendar days during the periods of January 1 through April 30 and October 1 through December 31 for the entire contract period. The grass shall be cut to a height of between a minimum of 1-1/2" (one and one-half inch) and a maximum of 2" (two inches) exposure. It is the Contractor's responsibility to visit the Site to determine the quantity of turf to be cut. A minimum of thirty-one (31) cuts are required for each calendar year.

Cutting shall be performed in such a manner to leave the Site with a smooth, level cut on the grass, conforming to the existing grade. No gouging, scalping or similar actions shall be permitted. All trash and debris must be removed from the Site prior to grass cutting.

Grass cutting may be accomplished utilizing push mowing units or ride on mowing units depending on the areas to be cut and the proximity of objects to the cutting areas. In constricted areas where a mower cannot be used, the cutting of grass by use of a weed eater will be prohibited.

This contract will require the Contractor to mow in close proximity to existing drainage canals. The Contractor shall be required to mow the sloped portions of the drainage canal at the same height as the flat portions of the Site. It shall be acceptable for the Contractor to use a mechanical weed eater to maintain these areas. It shall also be permissible for the Contractor to use a tractor (75 hp or less) and an implement to mow this area.

Each mowing cycle shall include trash removal weed eating, edging, sweeping, weed control, hand weed removal and tree trimming and sucker removal inclusive to the line item price. See below descriptions for requirements associated with trash removal, weed eating, edging, sweeping, weed control, hand weed removal and tree trimming and sucker removal.

Each mowing cycle shall be completed in no more than two consecutive days. Weather related and unforeseen circumstances preventing the Contractor from completing a mowing cycle within this time frame shall be immediately reported to Jefferson Parish. Failure to complete mowing operations within this time period may result in a penalty of \$200.00 per calendar day that the task remains incomplete (see LIQUIDATED DAMGES).

This bid includes unit pricing for thirty-one (31) cuts per year. The Parkways Department may request additional grass cutting cycles. All additional grass cutting cycles shall be paid at the line item bid price.

#### TRASH REMOVAL

The Contractor shall remove all litter and debris across the entire Site prior to every cut. Cutting of trash will not be permitted. The Contractor shall not utilize any on site trash receptacle to deposit litter. All removed litter shall be hauled from the site and properly disposed of by the Contractor.

Any debris requiring specialized equipment to remove shall be reported to the Parkways Department.

This bid includes unit pricing for thirty-one (31) trash removal cycles per year. The Parkways Department may request additional trash removal cycles. Additional trash removal cycles may, or may not be, associated with an additional grass cutting cycle. No additional grass cutting cycle shall occur without trash removal, but separate trash removal cycles may be requested without grass cutting. All additional trash removal cycles shall be paid at the line item bid price.

#### **WEED EATING**

Weed eating shall be inclusive to each grass cutting cycle. The Site shall have the grass areas around any and all existing fixed features including, but not limited to, signs, trees, landscape beds, light poles, fire hydrants, drains, manholes and utilities, cut using a mechanical trimmer. Spraying will not be allowed around any hard surface. These areas shall be cut to a 1" height and in a 24" diameter around all objects. Weed eating shall not result in any damage to any trees or plant material. Spraying shall only be allowed within the mulch area of tree rings and landscape beds for the purpose of weed control.

#### **EDGING**

Edging shall be inclusive to each grass cutting cycle. The Site shall be edged where grass areas meet surface paving whether it be concrete, asphalt, brick or some other paving type. The grass shall be edged and not sprayed. Herbicides may not be used to control grass growth where grass and a paved surface meet. The frequency of edging shall be the same as mowing to ensure that no part of the grass growth shall extend over the hard surface. Edging equipment shall be such that a clean, sharp line along the hard surface/grass interface shall remain upon completion of edging. A minimum depth of 1" (one inch) shall remain along and below the top of hard surface paving upon completion of edging in order to retard the continued growth of the grass. It is recommended that edging is accomplished with stick edgers or walk behind edgers with a metal or equivalent blade. Mechanical weed eaters may be used for edging if a clean, sharp, line can be achieved. If the desired appearance, as determined by the Parkways Department, cannot be achieved with a weed eater, the Contractor will be required to utilize a stick edger or walk behind edger.

#### **SWEEPING**

Sweeping shall be inclusive to each grass cutting cycle. The Site shall be swept in order to keep grass, leaves, smoking paraphernalia butts and other debris and trash from collecting and building up. The Contractor will be required to sweep the adjacent areas affected by the work, and all areas included within the boundaries of the Site conducted under the maintenance contract including all turf, bed, concrete curbs/gutters and roadways within the center median and rights-of-way portions of the Site. The sweeping shall be performed immediately after each edging and cutting operation. The Contractor shall not be allowed to blow grass clippings, dirt and debris into the street or drain inlets.

Right-of-way sweeping shall only be required adjacent to areas of the Site where mowing operations take place. Adjacent median sweeping shall take place within the entire center median areas of the Site. This includes any concrete islands located within intersections and turning lanes. These areas must be swept at the same frequency as edging and grass cutting. The Contractor shall not be allowed to blow any clippings into the roadway. However, it shall still be the responsibility of the Contractor to sweep any grass clippings or debris caused by his maintenance operations located within the roadway's travel lanes.

The Contractor shall determine the best method for sweeping. A mechanical sweeper truck is encouraged but is not required.

All collected clippings and debris shall be bagged and removed from the Site. Blowing debris back onto the maintained median shall not be allowed.

#### WEED CONTROL

Weed control shall be inclusive to each grass cutting cycle. This contract includes a detailed pre-emergent chemical application program to limit visible weed growth (see PLANT BED WEED CONTROL). However, as needed whereas no weeds are visible within the Site, as-needed post emerge weed control will also be the responsibility of the Contractor. Weed control is to include eradication of grassy weeds such as torpedo grass, broad leaves, and nutsedge. Products such as Round-Up, Fusilade II, Image and Certainty may be used in post-emergent applications. Weed control and spraying shall be performed by a licensed and qualified applicator in such a manner as to leave clean lines around all areas that will be affected. Spraying around trees shall occur within the mulch rings. Spraying around other obstructions such as signs, fire hydrants, light poles and the like will not be allowed. Precautions should be taken to avoid chemical drift by not spraying when wind is in excess of 5 mph. Weeds in all cracks and joints in all paved surfaces including streets, curbs/gutters, parking areas, paver areas and walkways shall only be removed by spraying. Spraying will not be allowed where a hard surface meets the edge of lawn. Spot spraying of weeds inside of beds areas will be allowed as long as proper precaution is taken when applying the non-selective herbicide. Any damage to the plant material as a result of spot spraying may lead to disallowance of future applications by the Contractor. The Contractor shall be required to keep records of all chemical spray applications. Visible weeds within the Site may result in delayed invoice payment.

#### HAND WEED REMOVAL

Hand weed removal shall be inclusive to each grass cutting cycle. For this contract, hand weeding will be limited to garden and planted bed areas. Garden beds are to be weed free at all times. To keep garden beds weed free at all times, the Contractor shall utilize chemical weed control (see WEED CONTROL) and hand weed removal. Hand weeding shall not be required in turf areas.

#### TREE TRIMMING AND SUCKER REMOVAL

Tree trimming and sucker removal shall be inclusive to each grass cutting cycle. The Contractor shall trim trees with low hanging branches that obstruct the area in which maintenance work is performed to a minimum height of five feet (5') above ground level, where applicable. The Contractor shall monitor and trim any trees or shrubs obstructing any traffic signals or signage. Any growth extending six inches (6") beyond the main trunk of the tree, and within five feet (5') of the ground level, is considered to be sucker growth that must be removed. The Contractor shall only utilize hand tools for tree trimming and sucker removal. See TREE PRUNING for specifications related to trimming of entire trees.

#### **MULCH PLACEMENT**

The Site shall receive baled pine straw mulch in order to keep a minimum 4" thick layer in all garden beds and around all trees and shall refreshed every six (6) months. It is the Contractor's responsibility to visit the Site to determine the quantity of mulch required. Mulch applications shall take place during the first week of May and during the first week of November. Only mulch free of debris and trash shall be permitted. The Contractor must remove any rope or ties from the baled straw mulch and dispose of off-site. Whole bale pine straw shall be placed around each tree at a minimum 4" thick, and with a 36" diameter from the trunk of the tree. The pine straw shall be set down level and not in a pyramidal fashion around base of tree. Mulch shall be placed approximately 1' away from the trunk of each tree.

The Contractor shall complete each mulch application in no more than seven (7) consecutive days. Failure to complete mulch installation within this time period may result in a penalty of \$200.00 per calendar day that the task remains incomplete (see LIQUIDATED DAMGES).

This bid includes unit pricing for two (2) complete Site mulch placements per year. The Parkways Department may request additional mulching cycles. All additional mulching cycles shall be paid at the line item bid price.

#### **SHRUB PRUNING**

Shrubs within the Site shall be properly pruned in accordance with standard practices. It is the intent of the design for the shrubs to have a massing effect. This shall be achieved by regular pruning and shaping of the shrubs so that they are natural in shape, but with no "stray" branches. Flowering shrubs shall be pruned after blooming each season to promote new growth. Native grasses shall be trimmed one time per year, typically in late February. Pruning may entail removing an entire limb, branch or frond, and may require removal of a part of a limb, branch or frond. Shrub pruning due to excessive wind and or cold (excluding named storms) may be required, and is considered part of this contract. Shrub pruning around decorative lights shall be monitored on a weekly basis. The Contractor shall keep all decorative lighting fully exposed from plant growth for service and aiming. Field input from the Jefferson Parish horticulturist will assist with any questions the Contractor may have regarding shrub pruning. Emergency shrub pruning may be required due to named storm damage. Emergency pruning due to named storm damage shall be considered an additional service not included in this contract. The Contractor shall assess all damage and prepare a proposal for removal to Jefferson Parish for approval. Work shall not be performed without prior approval from Jefferson Parish.

This bid includes unit pricing for five (5) complete Site shrub pruning cycles per year (February, April, June, August and October). The Parkways Department may request additional shrub pruning cycles. All additional shrub pruning cycles shall be paid at the line item bid price.

The Contractor shall complete each shrub pruning cycle in no more than seven (7) consecutive days. Failure to complete shrub pruning within this time period may result in a penalty of \$200.00 per calendar day that the task remains incomplete (see LIQUIDATED DAMGES).

#### TREE PRUNING

Trees within the Site shall be properly pruned in accordance with standard practices. All dead or broken branches from all trees shall be removed. Trees shall be shaped to have a balanced appearance. All crape myrtle trees are to be cut back in February of each year to allow for new, healthy growth, and to maintain an "umbrella" shaped tree. No topping of crape myrtles will be allowed.

This bid includes unit pricing for two (2) complete Site tree pruning cycles per year (February and August). The Parkways Department may request additional tree pruning cycles. All additional tree pruning cycles shall be paid at the line item bid price.

The Contractor shall complete each tree pruning cycle in no more than seven (7) consecutive days. Failure to complete tree pruning within this time period may result in a penalty of \$200.00 per calendar day that the task remains incomplete (see LIQUIDATED DAMGES).

#### **INCIDENTAL PLANT AND TREE INSTALLATION**

Landscape bed locations shall require periodic replacement of plants and trees located within the maintenance Site and is required to be performed by the Contractor, as requested. In addition, new, or expanded, landscape bed and tree planting areas may be requested. Unit pricing shall be provided for various size trees and shrubs for incidental plant installation. When replacing similar plant material in an existing landscape bed, the Contractor shall closely match the new material to the existing in terms of variety and size. The Contractor must receive approval from Jefferson Parish prior to replacement.

When pricing the incidental cost of dead plant and tree installation, the Contractor shall include all material, freight, labor, soil, mulch, staking and incidentals into the unit price. In addition, the Contractor shall be required to include a minimum of two (2) weeks of establishment with every new planting. This includes, but is not limited to, watering and health monitoring of the plant material.

All planted material shall include a six (6) month warranty period. Any incidental plant material installed by the Contractor that dies prior to the end of the six (6) month warranty period shall be replaced by the Contractor at no cost to the Parkways Department. Establishment and warranty requirements will apply to this plant material.

#### **INCIDENTAL PINE STRAW MULCH PLACEMENT**

The base contract requires that the Contractor apply pine straw mulch twice per twelve (12) month period. Incidental pine straw mulch placement shall refer to any requested mulch placement in addition to the required mulching and shall abide by the same specifications (see MULCH PLACEMENT). Incidental pine straw mulch may be requested by the Parkways Department to account for new trees and/or landscape bed plantings, to repair damage or to enhance various locations. Incidental pine straw mulch placement shall be priced per bale (minimum bale size shall be 26"x13"x12"). Incidental mulch placement for new trees shall be calculated at one (1) bale per tree, per mulch cycle. Incidental mulch placement for new landscape beds shall be calculated at one (1) bale is equivalent to thirty (30) square feet of coverage at 4" thick. Incidental pine straw mulch placement shall only occur when requested by the Parkways Department. There is no minimum or maximum quantity of incidental pine straw mulch placement designated for this contract.

#### **INCIDENTAL SOD INSTALLATION**

Incidental sod installation may be required during this contract. All sod shall be Class A '419' Bermuda and shall be free of weeds and disease. Pricing shall be per square yard, but when requesting incidental sod installation, a minimum of fifty (50) square yards will be required.

When pricing the incidental cost of installation, the Contractor shall include all material, freight, labor, grading, sod rolling and incidentals into the unit price. In addition, the Contractor shall be required to include a minimum of two (2) weeks of establishment with every new planting. This includes, but is not limited to, watering and health monitoring of the sod.

All sod shall include a six (6) month warranty period. Any incidental sod installed by the Contractor that dies prior to the end of the six (6) month warranty period shall be replaced by the Contractor at no cost to the Parkways Department. Establishment and warranty requirements will apply to this sod.

#### **INCIDENTAL DEBRIS REMOVAL**

In the event of a named storm of other abnormal weather event, the Contractor may be requested to remove debris from the site. Debris may include, but not be limited to, trees, branches, limbs and other landscape material. All debris must be collected and hauled from the site. Payment for incidental debris removal shall be paid per cubic yard of removed and hauled material.

#### PART IV IMPROVED LOCATIONS CHEMICAL MAINTENACE PROGRAMS AND FREQUENCIES

#### **GENERAL**

At the discretion of the Jefferson Parish horticulturalist, products, methods and application rates may be adjusted due to cultural changes or plant needs. Any changes in these specifications will not create additional financial obligations for the Contractor. Jefferson Parish reserves the right to alter, remove, add and/or change the schedule of any chemical application for any reason. Weather conditions, parades, construction activities, product availability and weed resistance are possible causes for adjustment.

The Contractor shall use either a foam marker or GPS based tracking system when applying all turf products. Dye shall not be used for any application.

Note: The Contractor is responsible for determining the acreage and quantities of all areas of the Site.

#### **NON-IONIC WETTING AGENT**

As needed, the Contractor shall add a non-ionic wetting agent to applications.

#### **SOIL SAMPLE (GOLF COURSE SAMPLE)**

As requested by the Jefferson Parish horticulturalist, the Contractor shall take periodical soil samples from various locations along the project Site. These samples will be taken from turf areas. Samples shall be submitted to Spectrum Analytic (or equivalent private lab). Turf soil samples shall be advanced samples (also known as golf course sample) to include micronutrients and Ph buffer.

Soil sample pricing shall be priced as an incidental item. Pricing shall include all required testing and standard shipping.

Bid No. 50-00147161

#### **PLANT TISSUE SAMPLE**

As requested by the Jefferson Parish horticulturalist, the Contractor shall take periodic plant tissue/plant soil samples from various locations along the project Site. These samples will be taken from the landscape beds. Samples shall be submitted to Spectrum Analytic (or equivalent private lab).

Plant tissue sample pricing shall be priced as an incidental item. Pricing shall include all required testing and second day air shipping.

#### **PLANT BED WEED CONTROL**

All planting beds and tree wells shall be kept free of weeds and /or undesirable grasses at all times. Chemical weed removal shall include:

- Syngenta Barricade® 4FL pre-emergent @ 48oz/acre (3 applications per year in January, May and September @ 16 oz. per application)
- Dow Gallery® 75 Dry Flowable @ 1.0 lb/acre per application (2 applications per year in January and September @ the manufacturer's specified high rate)
- BASF Tower® Herbicide @ the manufacture's specified rate (1 application per year in May @ the manufacturer's specified high rate)

#### **TURF WEED CONTROL**

All turf areas shall be treated with pre-emergent and post-emergent herbicides four (4) times per year. Chemicals to be used are as follows:

January (pre-emergent program)

Syngenta Barricade® 65 WG at a rate of 1.0 lbs. per acre with wetting coverage of 40 gallons of water per acre

Plus

Nufarm's Weedestroy® AM-40 at a rate of 32 oz per acre

Plus

BASF Overdrive® at a rate of 3 oz per acre

April (post-emergent program)

BASF Plateau® at a rate of 3 oz per acre

Plus

Bayer Derigo® at a rate of 3 oz per acre

July (post-emergent program)

BASF Plateau® at a rate of 4 oz per acre

Plus

Bayer Derigo® at a rate of 3 oz per acre

Plus

Valent Outrider® at a rate of 1 oz per acre

#### September (pre-emergent program)

Bayer Esplanade® 200 SC at a rate of 3 oz per acre

Plus

BASF Plateau® at a rate of 4 oz per acre

Plus

Valent Outrider® at a rate of 1 oz per acre

Note: Prior approval from the Jefferson Parish Parkways Department is required for all as-equal products.

#### **TREE FERTILIZATION**

All trees shall be fertilized once per year in February or March. The fertilizer shall include 8-12 month slow release fertilizer at a ratio to be determined by the Jefferson Parish horticulturalist.

#### ORNAMENTAL FERTILIZATION

All shrubs and ground cover shall be fertilized once per year in February or March. Applications shall be made before the shrubs and ground cover are fully leafed with new foliage. The fertilizer shall include 8-12 month slow release bed fertilizer at a ratio to be determined by the Jefferson Parish horticulturalist.

#### **INCIDENTAL CHEMICAL APPLICATION**

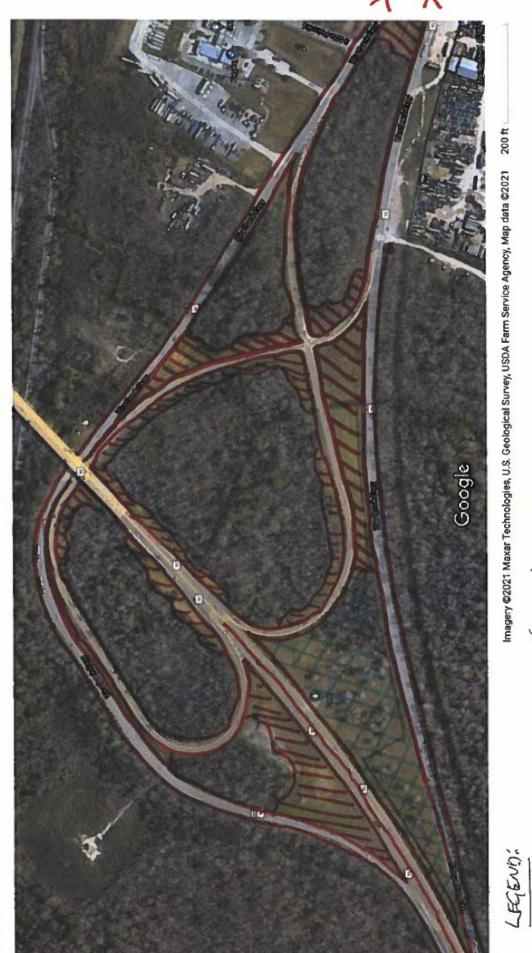
Consistent inspection of plant materials is required in order to detect insect and disease problems before they can cause serious damage. The contractor shall diagnose the insect and disease controls through periodic inspection. Incidental chemical application(s) shall be based on the incidental price list and shall be performed as requested by the Jefferson Parish Parkways Department. There shall be no minimum or maximum application of chemicals. In addition, as approved by the Parkways Department, chemical application may encompass all or a portion(s) of the Site.

#### **CHEMICAL APPLICATION EQUIPMENT**

The Contractor shall determine the type and quantity of equipment required to perform chemical applications. However, the equipment must, at minimum, meet the following specifications:

- Must have foam marking capabilities on boom spraying units or;
- Boomless sprayer with GPS navigation and computer-controlled flow rate.

The Contractor shall complete each chemical application in no more than five (5) consecutive days. Failure to complete chemical applications within this time period may result in a penalty of \$200.00 per calendar day that the task remains incomplete (see LIQUIDATED DAMGES).



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft

//// CUT ROADSIDE (4-12')



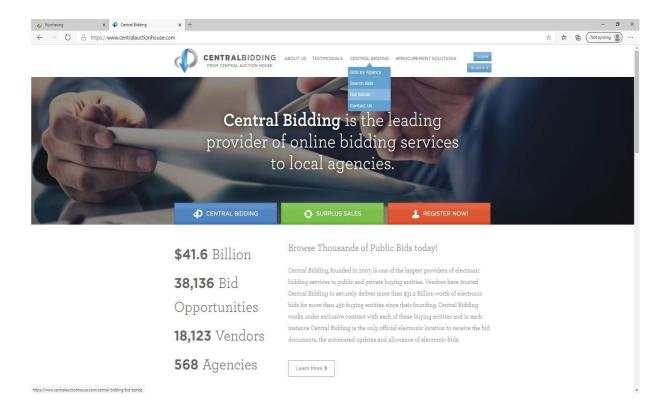




# **Bid Bond**

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at <a href="https://www.centralbidding.com/bid-bonds/">https://www.centralbidding.com/bid-bonds/</a> To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.



BID NO.: 50-00147161

#### **JEFFERSON PARISH**

PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009 504-364-2678 PURCHASING SPECIALIST: Mark.Buttery@jeffparish.gov

Page:

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 3/6/2025
AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH
GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit
via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site.
Additional instructions are included in the text box highlighting electronic procurement.

#### LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE AND MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

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

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

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

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from http://www.jeffparish.gov/464/Purchasing and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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

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

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

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

BID NO.: 50-00147161 Page: 2

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

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

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

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

#### **INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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

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

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

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

- B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.
- C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

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

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

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

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

BID NO.: 50-00147161

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

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

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

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

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

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at http://www.jeffparish.gov/464/Purchasing.

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

# ADDITIONAL REQUIREMENTS FOR THIS BID

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

2.3.4.5.6.8.10.11.12.13.15 and LDAF Licenses/Certifications per specifications

PRE-BID CONFERENCE TO BE HELD AT: 200 Derbigny St., Ste 4400, Gretna, LA 70053 9:00 AM ON 2/14/2025

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

and shall obtain them prior to the start of the project.

Page: 3

BID NO.: 50-00147161 Page: 4

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

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

BID NO.: 50-00147161 Page: 5

#### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

- 16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instructions will result in bid rejection.
- 17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

BID NO.: 50-00147161

Are you requesting an escalation provision?

**BID FORM**Non Public Works

Page: 6

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

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

	YES	NO	_					
	MAXIMUM ESCALA	TION PERCENTAGE REG	QUESTED	%				
	INITIAL BID PRICES	WILL REMAIN FIRM TH	ROUGH THE	DATE OF				
escalation percentage will be used to calcula	e quoted by the bidder to t	he period to which it is a ill be assumed,for compa	pplied in the	bid. The initia	sh will apply the maximum al price and the escalation in equal amount of material			
DELIVERY	: FOB JEFFERSC	N PARISH						
INDICATE DEL	INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES							
LOUISIANA	LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)							
THIS SECTION	I MUST BE COMP	LETED BY BIDD	ER:					
FIRM NAME:								
ADDRESS:								
CITY, STATE: _			_ ZIP:					
TELEPHONE: (	)		FAX: (	)				
EMAIL ADDRESS	S:				_			
acknowledge rec	addenda are issued with the eipt of an addendum on the the bid form will result in	ne bid form by placing th	knowledge al e addendum	l addenda on number as ind	the bid form.Bidder must dicated. Failure to acknowled	dge		
Acknowledge Red	ceipt of Addenda: NUMBE	R:						
	NUMBE	R:						
	NUMBE	R:						
	NUMBE	R:						
TOTAL PRICE C	OF ALL BID ITEMS: \$ _							
AUTHORIZED								
SIGNATURE:					Police 1 N			
TITLE:					Printed Name			

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

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

BID NO.: 50-00147161

#### **INVITATION TO BID FROM JEFFERSON PARISH - continued**

SEALED BID

**Page** 

7

**UNIT PRICE ITEM QUANTITY** U/M **DESCRIPTION OF ARTICLES TOTALS NUMBER** QUOTED Two (2) Year Contract to Provide Landscape and Chemical Maintenance on the Westbank Expressway from US 90 to Terry Parkway for the Jefferson Parish **Department of Parkways** 1 \$ \$ 62.00 **B7** 0010 COMPLETE GRASS CUTTING CYCLE 2 \$ 165.00 **B7** 0020 TRASH REMOVAL 3 \$ 4.00 **B7** 0030 MULCH PLACEMENT \$ 4 10.00 **B7** 0040 SHRUB PRUNING \$ \$ 5 \$ 4.00 **0050 TREE PRUNING B7** 6 0060 PLANT BED WEED CONTROL PRE-EMERGENT \$ 6.00 EΑ HERBICIDE(BARRICADE) 7 0070 PLANT BED WEED CONTROL PRE-EMERGENT \$ 4.00 EΑ \$ HERBICIDE(GALLERY) 8 0080 PLANT BED WEED CONTROL PRE-EMERGENT \$ 2.00 \$ EΑ HERBICIDE(TOWER) 9 2.00 0090 TURF WEED CONTROL PRE-EMERGENT \$ \$ EΑ (BARRICADE, WEEDSTROY, & OVERDRIVE) 10 0100 TURF WEED CONTROL POST-EMERGENT \$ 2.00 EΑ (PLATEAU & DERIGO) 0110 TURF WEED CONTROL POST-EMERGENT \$ 2.00 EΑ (PLATEAU, DERIGO, & OUTRIDER) 12 0120 TURF WEED CONTROL PRE-EMERGENT \$ 2.00 EΑ (ESPLANADE, PLATEAU, & OUTRIDER) 13 \$ 0130 TREE FERTILIZATION 2.00 EΑ

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

Page

BID NO.: 50-00147161 SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
14	2.00	EA	0140 ORNAMENTAL (SHRUB) FERTILIZATION	\$	\$\$
15	5.00	EA	0150 1-GALLON SHRUB	\$	\$\$
16	5.00	EA	0160 3-GALLON SHRUB	\$	\$
17	5.00	EA	0170 7-GALLON SHRUB	\$	\$\$
18	5.00	EA	0180 15-GALLON SHRUB	\$	\$
19	5.00	EA	0190 30-GALLON TREE	\$	\$\$
20	5.00	EA	0200 45-GALLON TREE	\$	\$
21	5.00	EA	0210 4 INCH POT ANNUAL COLOR	\$	\$\$
22	5.00	SY	0220 419 BERMUDA SOD	\$	\$\$
23	5.00	LB	0230 IMPROVED HULLED BERMUDA SEED (SUNSTAR OR SIMILAR)	\$	\$\$
24	5.00	CUYD	0240 METRO 380 SOIL AMENDMENT (BAG)	\$	\$
25	5.00	CUYD	0250 FILL DIRT (PUMP SAND)	\$	\$\$
26	5.00	CUYD	0260 GARDEN SOIL	\$	\$\$
27	5.00	EA	0270 AQUASORB (50 POUND BAG)	\$	\$
28	5.00	CUYD	0280 EMERGENCY TREE TRIMMING(DEBRIS MEASUREMENT)	\$	\$\$

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

Page

**SEALED BID** BID NO.: 50-00147161

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
29	5.00	CUYD	0290 EMERGENCY SHRUB PRUNING(DEBRIS MEASUREMENT)	\$	\$\$
30	5.00	EA	0300 TREE STAKE AND TIES KIT(MINIMUM 3 STAKES)	\$	\$
31	1,615.00	CF	0310 BALED PINE STRAW MULCH	\$	\$\$
32	5.00	CF	0320 CRUSHED PINE STRAW BAG MULCH	\$	\$\$
33	5.00	AC	0330 BED GRANULAR CHEMICAL APPLICATION (NO PRODUCT)	\$	\$\$
34	5.00	AC	0340 TURF GRANULAR APPLICATION (NO PRODUCT)	\$	\$\$
35	5.00	AC	0350 BED LIQUID CHEMICAL APPLICATION (NO PRODUCT)	\$	\$\$
36	5.00	AC	0360 TURF LIQUID APPLICATION (NO PRODUCT)	\$	\$\$
37	5.00	AC	0370 GRANULAR FERTILIZER 15_5_15 40%-50% S.C.U.	\$	\$\$
38	5.00	AC	APPLICATION: 200 POUNDS PER ACRE  0380 MIORGANITE 6-2-0 CLASSIC GRANULAR (PRODUCT ONLY)  APPLICATION: 400 POUNDS PER ACRE	\$	\$\$
39	5.00	AC	0390 REGAL BRIDLE LIQUID 30-0-0 (PRODUCT ONLY)	\$	\$\$
40	5.00	AC	APPLICATION: 1.25 GALLONS PER 1,000 SF 0400 REGAL HAMESS LIQUID 30-0-0 (PRODUCT ONLY)	\$	\$\$

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

10

Page

BID NO.: 50-00147161 SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			APPLICATION: 66 OUNCES PER 1,000 SF		
41	5.00	AC	0410 REGAL ENSEMBLE WITH SHAMROCK 0-20-20 LIQUID (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 66 OUNCES PER 1,000 SF		
42	5.00	AC	0420 REGAL ENSEMBLE WITH SHAMROCK 0-20-20 LIQUID (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 1.25 GALLONS PER 1,000 SF		
43	5.00	AC	0430 REGAL MUSCLE LIQUID (PRODUCT ONLY) APPLICATION: 8 OUNCES PER 1,000 SF	\$	\$\$
44	5.00	AC	0440 REGAL STERLING *GENE RESPONDER* LIQUID (PRODUCT ONLY)	\$	\$\$
			APPLICATION:.36 OUNCES PER 1,000 SF		
45	5.00	AC	0450 REGAL CROWN LIQUID (PRODUCT ONLY) APPLICATION: 2 OUNCES PER 1,000 SF	\$	\$\$
46	5.00	AC	0460 MONSANTO CERTAINITY LIQUID (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 1.25 OUNCES PER ACRE		
47	5.00	AC	0470 PBI GORDON TRIMEC BENTGRASS LIQUID (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 1 OUNCE PER ACRE		
48	5.00	AC	0480 DOLOMITIC LIME GRANULAR (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 2,000 POUNDS PER ACRE		
49	5.00	AC	0490 GRANULAR GYPSUM (PRODUCT ONLY) APPLICATION: 2,000 POUNDS PER ACRE	\$	\$\$
50	5.00	AC	0500 ELEMENTAL SULFUR GRANULAR (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 4 POUNDS PER 1,000 SF		
51	5.00	AC	0510 PILLAR GRANULAR FUNGICIDE (PRODUCT ONLY)	\$	\$\$

# **INVITATION TO BID FROM JEFFERSON PARISH - continued**

11

Page

**SEALED BID** BID NO.: 50-00147161

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			APPLICATION: 3 POUNDS PER 1,000 SF		
52	5.00	AC	0520 GRANULAR TALSTAR (PRODUCT ONLY) APPLICATION: 4 POUNDS PER 1,000 SF	\$	\$\$
53	5.00	AC	0530 LIQUID TALSTAR (PRODUCT ONLY) APPLICATION: 1 OUNCE PER 1,000 SF	\$	\$\$
54	5.00	AC	0540 GRANULAR 32-3-12 SLOW RELEASE FERTILIZER 40%-50% XCU(PRODUCT ONLY)	\$	\$\$
			APPLICATION RATE: 150 POUNDS PER ACRE		
55	5.00	AC	0550 FUSILADE II APPLICATION: 24 OUNCES PER ACRE	\$	\$\$
56	5.00	AC	0560 IMAGE 70 APPLICATION: 11 OUNCES PER ACRE	\$	\$\$
57	5.00	AC	0570 ROUND-UP PRO APPLICATION: RATE PER MANUFACTURER	\$	\$\$
58	5.00	AC	0580 SUBDUE MAXX FUNGICIDE FOR DRENCH (PRODUCT ONLY)	\$	\$\$
			APPLICATION: RATE PER MANUFACTURER		
59	5.00	AC	0590 REGAL SEASONAL COLOR BED FERTILIZER PROGRAM	\$	\$\$
			BRIDAL PAK 800 APPLICATION:RATE PER MANUFACTURER		
60	5.00	AC	0600 ESPLANADE 200 (SC) HERBICIDE (PRODUCT ONLY)	\$	\$\$
			APPLICATION: 6 OUNCES PER ACRE OF TURF		
61	5.00	AC	0610 REGAL CONSYST FUNGICIDE APPLICATION: MANUFACTURER RATE OF	\$	\$\$
			LAWN TURF		
62	5.00	AC	0620 REGAL CONSYST FUNGICIDE APPLICATION: MANUFACTURER RATE FOR	\$	\$\$

BID NO.: 50-00147161

#### **INVITATION TO BID FROM JEFFERSON PARISH - continued**

SEALED BID

**Page** 

12

**ITEM UNIT PRICE QUANTITY** U/M **DESCRIPTION OF ARTICLES TOTALS NUMBER** QUOTED **OMAMENTAL PLANT** 63 \$ \$ 5.00 AC 0630 REGAL MULTIGREEN LIQUID FERTILIZER (PRODUCT ONLY) APPLICATION: MANUFACTURER HIGH RATE FOR TURF OMAMENTAL 64 0640 REGAL CAPITOL \*GENE RESPONDER\* \$ \$ 5.00 AC (PRODUCT ONLY) **APPLICATION:.55 OUNCES PER 1,000 SF** 65 0650 REGAL CURE \*GENE RESPONDER\* \$ 5.00 AC (PRODUCT ONLY) **APPLICATION:.41 OUNCES PER 1,000 SF** 66 \$ 0660 REGAL ENSEMBLE MICRO-W-REGAL CROWN \$ 5.00 AC (PRODUCT ONLY) **APPLICATION: 16 OUNCES PER 1,000 SF** 67 0670 BAYER ESCORT XP (PRODUCT ONLY) \$ 5.00 AC **APPLICATION: .25 OUNCES PER ACRE** 68 5.00 AC 0680 DREXEL MSMA (PRODUCT ONLY) \$ **APPLICATION: 1 OUNCE PER ACRÉ** 69 5.00 AC 0690 VALENT OUTRIDER HERBICIDE \$ \$ (PRODUCT ONLY) **APPLICATION: .25 OUNCES PER ACRE** 70 \$ \$ 0700 BASF PLATEAU HERBICIDE 5.00 AC (PRODUCT ONLY) **APPLICATION: .5 OUNCES PER ACRE** 71 \$ 5.00 AC 0710 SYNGENTA BARRICADE 66WG HERBICIDE \$ (PRODUCT ONLY) **APPLICATION: 1/3 POUND PER ACRE** 72 \$ 0720 BAYER DERIGO HERBICIDE 5.00 AC (PRODUCT ONLY) **APPLICATION: .5 OUNCES PER ACRE** 73 \$ 5.00 0730 BASF OVERDROVE HERBICIDE \$ AC **APPLICATION: .5 OUNCES PER ACRE** 

BID NO.: 50-00147161

#### **INVITATION TO BID FROM JEFFERSON PARISH - continued**

SEALED BID

**UNIT PRICE ITEM QUANTITY** U/M **DESCRIPTION OF ARTICLES TOTALS NUMBER** QUOTED 74 0740 SYNGENTA PRINCEP LIQUID (SIMAZINE) \$ 5.00 AC (PRODUCT ONLY) **APPLICATION: 1 OUNCE PER ACRE** 75 5.00 AC 0750 LESCO ELIMINATE D HERBICIDE \$ \$ (PRODUCT ONLY) **APPLICATION: 1 OUNCE PER ACRE** 76 \$ \$ 5.00 AC 0760 PBI GORDON SPEEDZONE SOUTHERN **HERBICIDE (PRODUCT ONLY) APPLICATION: 1 OUNCE PER ACRE** 77 \$ \$ 5.00 AC 0770 BAYER CELSIUS WG HERBICIDE (PRODUCT ONLY) **APPLICATION: .5 OUNCES PER ACRE** 78 0780 BAYER TRIBUTE TOTAL HERBICIDE \$ \$ 5.00 AC (PRODUCT ONLY) **APPLICATION: .5 OUNCES PER ACRE** 79 \$ 0790 SOIL SAMPLE (GOLF COURSE SAMPLE) 5.00 EΑ 80 5.00 0800 PLANT TISSUE SAMPLE EΑ \$ 81 1.00 JOB 0810 DIRECTOR APPROVED INCIDENTAL UP TO \$10,000.00 \*\*\*\*THIS LINE ITEM IS NON-BIDDABLE\*\*\*\*

Page 13

# Non-Public Works Bid Affidavit Instructions

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

Instruction sheet may be omitted when submitting the affidavit

# Non-Public Works Bid

# **AFFIDAVIT**

STATE OF		
PARISH/COUNTY OF _		
BEFORE ME, the u	ndersigned authority, personally came and	appeared:
, (A	ffiant) who after being by me duly sworn,	deposed and said that
he/she is the fully authorize	d of	(Entity),
the party who submitted a b	id in response to Bid Number	_, to the Parish of
Jefferson.		
Affiant further said:		
Campaign Contribution Dis	<u>closures</u>	
(Choose A or B, if opti	on A is indicated please include th	e required
attachment):		
Choice A	Attached hereto is a list of all campaign the date and amount of each contribution former elected officials of the Parish of Affiant, and/or officers, directors and over employees, owning 25% or more of the period immediately preceding the date of current term of the elected official, which entity, Affiant, and/or Entity Owners has contributions to or in support of current Jefferson Parish Council or the Jefferson or in the name of another person or legal indirectly.	n, made to current or Jefferson by Entity, wners, including Entity during the two-year of this affidavit or the chever is greater. Further, we not made any or former members of the n Parish President through
Choice B	there are <u>NO</u> campaign contributions madisclosure under Choice A of this section	-

Page 1 of 3 Updated: 02.27.2014

#### **Debt Disclosures**

# (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.
Choice B	There are <b>NO</b> debts which would require disclosure under Choice A of this section

#### Affiant further said:

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

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

Page 2 of 3 Updated: 02.27.2014

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

	Signature of Affiant
	Printed Name of Affiant
SWORN AND SUBSCRIBED TO BEFORE	E ME
ON THE, DAY OF,	20
Notary Public	-
Printed Name of Notary	-
Notory/Dor Doll Number	-
Notary/Bar Roll Number	
My commission expires	

Page 3 of 3 Updated: 02.27.2014

# **CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED. AT THE MEETING OF DIRECTORS OF INCORPORATED, DULY NOTICED AND HELD ON A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS: , BE AND IS HEREBY RESOLVED THAT APPOINTED. CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT. I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED. SECRETARY-TREASURER **DATE** 

#### STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by- case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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

#### JEFFERSON PARISH REQUIRED STANDARD INSURANCE

# WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

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

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the

bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

#### 

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

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

# **BUSINESS AUTOMOBILE LIABILITY**

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

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

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**<u>DEDUCTIBLES</u>** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

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

# **FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

# ☐ OWNER'S PROTECTIVE LIABILITY

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

# □ <u>BUILDER'S RISK INSURANCE</u>

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