

Notice to Vendors	FTCC	Date and Time by Which Quotation Must be Returned	DATE
This is Not An Order	Schriever, LA	10/20/2025 @ 2:00 P.M. CST	10/1/2025
It is Merely A Request For Quotes	318/678-6117 REQUEST FOR QUOTATION	TO THE VENDOR: To be returned on or before date specified above to: Fletcher Technical Community College Purchasing Office 6220 East Texas Street Bossier City, LA 71111	
Department		DATE DELIVERY REQUIRED: PLEASE STATE DELIVERY DATE BELOW.	
Name and Address of Vendor(Firm or Individual)		NOTE: WE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES.	
Vendor Federal I.D. #		Bid Number: 40004-23048	
PURCHASE REQUISITION NOS.	P.O.NO.		
ITEM NO.	QUANTITY	UNIT of MEASURE	COMMODITY UNIT PRICE AMOUNT
		<p align="center">PLEASE SUBMIT YOUR BID AS PER THE ATTACHED For Request for Quotations \$250,000 or less you may email your quote to gdoucet@bpcc.edu or you can MAIL or DELIVER your quote to: Bossier Parish Community College, 6220 East Texas Street, Bossier City, LA 71111. Attention: Purchasing.</p> <p align="center">THIS COVER SHEET MUST BE RETURNED WITH FIRM NAME, SIGNATURE, TITLE, AND DATE SUBMITTED IN ORDER TO BE CONSIDERED</p> <p align="center">FTCC IS AN EQUAL OPPORTUNITY COLLEGE</p> <p align="center">FOR QUESTIONS REGARDING THIS BID CONTACT FTCC PURCHASING AT 318-678-6117 or email gdoucet@bpcc.edu PLEASE RETURN ON (1) SET OF SPECIFICATIONS. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES. PRICES QUOTED MUST BE FIRM AND FREE OF ANY ESCALATOR CLAUSE</p>	
NOTICE: We have no facilities for furnishing abstracts of bids; a complete record of all bids is kept on file in this office subject to the inspections of any citizen. Every courtesy will be afforded any citizen who is interested in investigating for any purpose the record of State Purchases.			TOTAL
THE VENDOR:		THIS QUOTATION IS SUBMITTED BY	
Your Terms Are:		Name of Vendor _____	
Furnish Delivery on Above as		Signature _____	
Follow s:		Telephone # _____	
		Title _____	
		DATE SUBMITTED _____	

QUOTATION RESPONSE FORM

This form is to be completed in its entirety and submitted with the quotation response form(s).

INSURANCE COVERAGES TO BE PROVIDED BY CONTRACTOR

Contractor is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if awarded the contract.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F
Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or
Less

If Not A.M. Best Rated - State Type of Insurer:

Agent Company: _____ Telephone No: _____

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COMMERCIAL GENERAL LIABILITY \$2,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F
Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or
Less

Agent Company: _____ Telephone No: _____

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AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F
Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or
Less

Agent Company: _____ Telephone No: _____

QUOTATION RESPONSE FORM CONTINUED

LICENSE CERTIFICATION:

For contracts of \$50,000 or greater, the contractor certifies that s/he meets all licensing requirements of this State and is duly and currently licensed under LA R.S. 37:2151-2163 of the state of Louisiana. The name of the contractor shown herein shall correspond with the official name on the license.

Contractor's LA License No.: _____

AWARD AND EXECUTION OF CONTRACT:

If the contractor is notified by FTCC of the acceptance of his or her quote, the contractor agrees to execute the "Contract Between Owner and Contractor," a sample copy of which is attached to the Quotation Documents, within (10) days after notice from the Owner that the instrument is ready for signature, and contractor will record the contract with the Parish Clerk of Court, at the contractor's expense, within (14) days thereafter.

If the Bidder fails to complete all requirements for executing the "Contract Between Owner and Contractor" within ten (10) days after notification, the Owner may reject the Notice of Award.

PERFORMANCE & PAYMENT GUARANTEES - 100% OF AWARD

The performance & payment guarantee information is to be completed in its entirety and submitted with the quotation response form(s) for informal contractor quotations in excess of \$25,000.

Contractor is to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety or insurance company that shall be used to furnish the required bonding if awarded a contract. See below (*).

Name of Surety: _____
(Not the Agent Company)

Surety's Address: _____

Surety Telephone No.: _____

Agent Company: _____ Telephone No: _____

- (*) The surety or insurance company furnishing the performance & payment guarantees shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

GENERAL CONDITIONS

1.1 ASSIGNMENT

The Contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Owner. Any attempted assignment under the Contract shall be void and of no effect.

1.2 CHANGE ORDERS

The Owner reserves the right to order changes within the general scope of the Work consisting of additions, deletions or modifications. The contract sum, the contract time and all such changes shall be authorized solely by written Change Order.

The Project Coordinator shall negotiate, in the best interests of the Owner, any such change order with the Contractor. The change order shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead.

1.3 CONTRACT AGREEMENT

1.3.1 The Contract, and any properly executed amendment thereto, the Invitation

for Quotation, the Contractor's quotation response and the Contractor's performance guarantees (if required) shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

1.3.2 The Contractor shall execute a contract with the Owner, in the form prescribed herein by the Owner, no later than the expiration period for
furnishing verification of insurance coverage.

1.3.3 The Contract shall not be modified, altered, or changed except by mutual
agreement amended in writing by the authorized representative of each party to the Contract.

1.4 CONTRACT TIME

The Contractor shall be especially attentive to the urgency of the Work and that time is of the essence. The Work shall be completed within the contract time specified or within the time limit as may be extended by the Project Coordinator.

1.5 FORCE MAJEURE

The Contractor shall notify the Owner promptly, in writing, of any material delay in performance of said Contract and shall specify, in writing, to the Project Coordinator the proposed revised performance date within ten (10) calendar days after notice of delay. The Contractor shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance shall be extended for a period equal to the time lost by reason of delay on written approval of the Project Coordinator.

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the Contract.

1.6 GOVERNING LAW

The Contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Contract or the validity or enforceability of the Contract.

1.7 INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

1.8 INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the Contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the Owner. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Owner.

1.9 INSPECTION

The Contractor shall visit the site of the proposed Work, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed Work. The Contractor shall be especially aware of the existence of electric, gas, water, telephone and other utilities and facilities which may be in the way of or adjacent to the Work and the Contractor shall plan to do everything necessary to protect utilities and to protect persons and property from injury, damage or loss that may come in contact with these utilities. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

The Contractor shall permit inspection of its operations at any time by the Owner and the Project Coordinator to determine that standards of quality and cleanliness are being met.

1.10 INSURANCE

The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's quotation. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Owner.

1.11 LIENS

The Contractor shall at all times keep the Owner free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment furnished) by the Contractor pursuant to the terms of the Contract. If any such lien shall at any time be filed against Owner's premises in connection with the Work and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the Owner may, without prejudice to any other right or remedy the Owner may have, withhold payment due the Contractor until such lien is removed. The Contractor shall be held liable for all costs and expenses (including attorney's fees) incurred by the Owner in resolving said lien and same may be deducted from any payments due the Contractor under the Contract.

1.12 NOTICES

Any notice required under the Contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the Owner, unless otherwise amended in the Contract. Notification to the Owner shall be to Fletcher Technical Community College, Purchasing Department, 1407 Hwy 311, Schriever, LA 70395.

1.13 PAYMENT

As Work progresses, the Contractor may render monthly invoices based upon the amount of the Work completed, less ten (10%) percent retainage. Stated Work completed shall be subject to the inspection and acceptance of the Project Coordinator. An original invoice and at least two photocopies of the invoice shall be mailed or delivered to the Project Coordinator. Upon substantial completion of the Work, and final inspection and certification by the Project Coordinator, the Contractor shall not be paid more than ninety (90%) percent of the contract sum. Final payment may then be issued for the retained portion forty-five (45) days thereafter upon presentation of a Clear Lien Certificate from the Parish Recorder of Mortgages stating there exists no known claims against the Work. All payments will be processed and mailed through the applicable accounting department concerned with the project.

1.14 PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the Contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

1.15 PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services specified under the Contract shall do so in a proper, workmanlike, and dignified manner.

1.16 PRESENCE ON OWNER'S PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the Owner's premises shall obey the rules and regulations that are established by the Owner and shall comply with reasonable directives of the Owner's officers.

The Contractor shall be responsible for the acts of its agents and employees while on the Owner's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Owner's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the

Owner's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the Owner's premises or equipment. On the Contractor's failure to make restitution, the Owner may repair such damage and the Contractor shall reimburse the Owner promptly for the cost of repair.

1.17 SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Work.

1.18 SECURITY

The Owner shall provide its routine general security patrols, and intrusion, theft, and fire protection applicable to the area. If the Contractor requires additional security for equipment and property, it shall be provided by, or coordinated through, the Owner's College Police Department, for which the Contractor agrees to pay prevailing charges. No other security staff may be employed by the Contractor. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency agencies except through the Owner's College Police Department (318-678-6195).

The Owner shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, its subcontractors, employees or agents, which may be stored at the project site.

1.19 STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the Contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

1.20 SUBCONTRACTORS

The Contractor shall perform all major portions of the specified Work without the use of subcontractors. Minor sections of the Work may be subcontracted, unless otherwise prohibited in the specifications, if approved by the Project Coordinator.

1.21 SUPERVISION

The Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees and agents in the areas under the Contract.

1.22 SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the Contract, the Contractor shall vacate all parts of the Owner's premises occupied by it and shall restore the premises (together with all equipment furnished) to the Owner in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the Owner.

1.23 SURVIVAL

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination or expiration of the Contract.

1.24 TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

1.25 TERMINATION PROCEDURE

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of the Contract, the aggrieved party may notify the other party in writing by registered or certified mail of such failure and demand that the breach be remedied within ten (10) calendar days. Should the defaulting party fail to remedy the breach within said period, the aggrieved party shall then have the right to terminate the Contract, without prejudice to any other remedy the aggrieved party may have, by giving the defaulting party written notice by registered or certified mail.

In case of default by the Contractor, the Owner reserves the right to purchase any or all items or services in default in open market, charging the Contractor with any excessive costs.

1.26 USE OF OWNER'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the Owner that are necessary to perform services under the Contract and shall have no right of access to any other facility of the Owner.

1.27 WARRANTY OF WORK

The Contractor shall be fully responsible for all materials and services provided whether or not the Contractor produces them. The Contractor shall warrant to the Owner that all materials and equipment furnished are new (unless otherwise provided in the specifications) and that all labor, materials and workmanship shall be of good quality, free of defects and in conformance with the Contract.

SPECIAL CONDITIONS

1.1 ACCESS TO RECORDS

The Contractor agrees that the Owner and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to the quotation and any resulting Contract.

2.1 ACCIDENTS

The Contractor agrees that in the event of an accident of any kind and degree, the Contractor will immediately notify the Owner's Facilities Director (720-670-9215) and thereafter furnish a full written report of such major or minor accident.

3.1 COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract of which Contractor is not the patentee, assignee, or licensee.

4.1 DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by Work. Removal of all trash, waste materials and debris generated by the Work shall be the responsibility of, and at the expense of, the Contractor. Trash receptacles on the College campus may only be used by the Contractor for very small amounts of non-hazardous, biodegradable refuse.

5.1 EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, sex or sexual orientation.

6.1 HAZARDOUS WASTE GENERATION

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the Owner.

7.1 KEYS

The Contractor shall be responsible for keys issued to the Contractor, its Subcontractor, its Sub-subcontractor, or anyone directly or indirectly employed by any of them. In the event of loss of any keys, the Contractor shall reimburse the Owner in whole or in part to correct any breach of security resulting. The Owner reserves the right to hold or deduct any costs from payments due the Contractor to ensure reimbursement for the security breach caused thereby.

8.1 LAWS

The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the local, state, and federal government in the performance of the Work.

9.1 LIQUIDATED DAMAGES

The Contractor may be assessed liquidated damages when the Work is not substantially complete, beginning with the first calendar day beyond the Contract Time stated in the Contract, not as a penalty, but as acknowledged liquidated damages. See Quotation Response Form Page 1 for assessed amount.

10.1 PRESENCE OF CONTRACTOR

The Contractor shall perform the services contemplated by the Work without interfering in any way with the activities of the Owner's students, faculty, staff, or visitors.

11.1 PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the Owner without the express written approval of the Owner for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the Owner on its routine client list for matters of reference.

12.1 RECORDING THE CONTRACT

- 12.1.1 The Owner shall require the Contractor to record, at the Contractor's expense and prior to commencement of the Work, the Contract and Performance and Payment bonds, if any, with the Recorder of Mortgages in the parish where the Work is to be performed.
- 12.1.2 The Contractor shall deliver a copy of the recorded Contract to the Owner's Purchasing Department verifying the Contract as recorded with the Parish Recorder of Mortgages. The Owner's Purchasing Department will then issue a Purchase Order for commencement of the Work.
- 12.1.3 After inspection and upon acceptance of the Work as substantially complete by the Project Coordinator, the Contractor shall obtain a Certificate of Substantial Completion from the Project Coordinator in order for the Contractor to record, at the Contractor's expense, the Work as substantially complete with the Parish Recorder of Mortgages.
- 12.1.4 Upon expiration of the time period required after filing the Certificate of Substantial Completion, the Contractor shall submit to the Owner's Purchasing Department, a Clear Lien Certificate from the Parish Recorder of Mortgages. The final Application for Payment may then be processed provided the Project Coordinator finds the Work acceptable under the Contract Documents, the Contract fully performed and there are no known claims against the Work.

13.1 REPORTING TO THE PROJECT COORDINATOR

The Contractor shall be required to "sign-in" daily at the Project Coordinator's office before reporting to the project site. The Contractor

may be required to "sign-out" daily at the Project Coordinator's office upon leaving the project site. The Project Coordinator may waive these requirements or a portion thereof depending on the nature and location of the Work. If the Work is required to be performed on weekends or holidays, then the Contractor shall report the Contractor's location upon the Contractor's arrival to the Owner's College Facilities Department (720-670-9215).

14.1 SUBSTANTIAL COMPLETION

Substantial completion of the Work is defined as the date certified by the Project Coordinator when the Work is sufficiently complete, in accordance with the Contract, in order that the Owner can occupy or utilize the Work for which it is intended, as expressed by the Contract. When the Contractor considers the Work substantially complete, the Contractor shall be responsible to contact the Project Coordinator and request an appointment with the Project Coordinator to inspect and certify the Work as substantially complete.

15.1 UTILITY SERVICES

The Owner shall provide, at the Owner's expense, electric power and domestic cold water at existing outlets for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The Owner shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

16.1 WARRANTY PERIOD

The Contractor shall warrant the Work for a period of three (3) years from the accepted date of Substantial Completion of the Work or designated portion thereof, unless a longer warranty period is applicable by law.

PARISH/COUNTY OF _____

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT
WAS NOT, NOR WILL NOT BE SECURED
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENCE, that a public contract is contemplated between Fletcher Technical Community College and _____, represented by (print or type) _____ attests that he is empowered and authorized to execute said documents.

FURTHER, (signature) _____, who being duly sworn, does depose and attest that:

1) Affiant 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 wherein the regular course of their duties for affiant;

2) and, 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.

BEFORE ME, the representing authority, personally appeared, who being duly sworn, deposes and states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 20____.

NOTARY PUBLIC

SAMPLE CONTRACT BETWEEN OWNER AND CONTRACTOR

A CONTRACT is made and entered into between Fletcher Technical Community College,

hereinafter called the "Owner", and _____
_____,'

hereinafter called the "Contractor, whose business address is _____

CONTRACT DOCUMENTS: The Contract Documents shall consist of the

1. Quotation Response Form(s)
2. General Conditions
3. Special Conditions
4. Non-collusive Affidavit
5. Insurance Requirements and Certificates
6. Indemnification Agreement
7. Contractor's Quotation Response Dated _____
8. Contractor's Performance and Payment Bonds
9. The Specifications and Drawings Dated _____
10. Addenda Number(s)

and this Contract and all are made a part of this Contract by reference with the same force and effect as though said Documents were herein set out in full.

CONTRACT WORK: The Contractor shall perform all Work, in accordance with the Contract Documents, to

CONTRACT TIME: All Work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within _____ consecutive calendar days from and after said date.

SAMPLE CONTRACT CONTINUED

CONTRACT SUM: The Owner agrees to pay the Contractor for the Work described,
the total Contract Sum of _____

_____ dollars (\$ _____
_____)

which sum represents the base price _____
_____.

Payment of this amount is subject to additions or deductions in accordance
with

change orders as authorized in writing by the Owner.

GOVERNING LAW: This Contract shall be deemed a contract made in Louisiana
and

shall be governed by the laws of the State of Louisiana.

ENTIRE AGREEMENT: This Contract, and any properly executed amendments
thereto,

and all Contract Documents listed in this Contract shall constitute the
complete and exclusive agreement between the parties and supersedes all prior
oral or written agreements of communication relating to the subject matter of
the Contract.

ACCEPTANCE: In witness whereof, this Contract is executed in triplicate in
Monroe, Louisiana this _____ day of _____, 20____.

_____ CONTRACTOR NAME	_____ Fletcher Technical Community College OWNER NAME
_____ SIGNATURE	_____ SIGNATURE
_____ TITLE	_____ Purchasing Director TITLE
_____ WITNESS	_____ WITNESS
_____ WITNESS	_____ WITNESS

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- : VI or higher and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

A. Workers' Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)

B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and property damage. This insurance shall include the following coverages:

1. Premises - Operations
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

D. Other Party's Professional Liability - The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.

E. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new

policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

F. All policies and certificates of insurance of the other party shall reflect the following:

- 1) The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
- 2) The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 03 97).
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the Agency.

K. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional

insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

N. Unless otherwise provided, the Owner shall purchase and maintain insurance upon the entire work at the site to the full insurable value equal to the contract sum plus all amendments.

A General Contractor shall purchase and maintain insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with exception of the following sub-limit for flood). The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas - Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana - Mississippi border. On projects south of this corridor, flood coverage shall be required on the first and second floors and below. Coverage for roofing projects shall not require flood coverage. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss.

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand,

this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

**** EXHIBIT A ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's quotation.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Contractor shall be required to execute
the below Indemnification Agreement as part of the Award Requirements.

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Fletcher Technical Community College
State Agency

PURPOSE OF CONTRACT: _____

Name of Project

Project No.

State of

Parish of

**ATTESTATION CLAUSE REQUIRED BY
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record
(R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks
(R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of
payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2210.10 Verification of Employees

- A. Appearer is registered and participates in a status verification system to verify that all new hires in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees of the State of Louisiana.
- C. Appearer shall require all subcontractors to submit to a sworn affidavit verifying compliance with Paragraphs (A) and (B) of the Subsection.

LA. R.S. 23:1726 (B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana revised Statutes of 1950.
- B. By signing this contract, Affiant certifies that no such assessment is in effect against the proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

SWORN TO AND SUBSCRIBED BEFORE ME BY AFFIANT ON THE _____ DAY OF
_____, 20_____

Notary Public

Fletcher Technical Community College
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to LA R.S. 38:2224 and LA R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties of Contractor. The above named Contractor has neither in the past three years received a final determination that the named Contractor has knowingly or willfully failed to properly classify an individual as an employee nor failed to pay unemployment.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Fletcher Technical Community College, 1407 Hwy 311, Schriever, LA 70395 Attn: Gayle Doucet, no later than five business days after contracting with its subcontractor;; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Printed Name of Signatory

Title of Authorized Signatory

Project Name/Number

SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF _____, 20_____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

EQUAL OPPORTUNITY AND ASSURANCE STATEMENT

PROJECT: _____

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Designer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, sexual orientation, veteran status, political affiliation, disabilities.

Contractor Name

Signature

Date

Title

Federal Clauses

Termination for Convenience - The State may terminate the Contract for cause or convenience at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to extent work has been performed satisfactorily.

Suspension and Debarment - (1) This contract is a covered transaction for purposes of [2 C.F.R. pt. 180](#) and [2 C.F.R. pt. 3000](#). As such, the contractor is required to verify that none of the contractor's principals (defined at [2 C.F.R. § 180.995](#)) or its affiliates (defined at [2 C.F.R. § 180.905](#)) are excluded (defined at [2 C.F.R. § 180.940](#)) or disqualified (defined at [2 C.F.R. § 180.935](#)). (2) The contractor must comply with [2 C.F.R. pt. 180, subpart C](#) and [2 C.F.R. pt. 3000, subpart C](#), and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/ applicant). If it is later determined that the contractor did not comply with [2 C.F.R. pt. 180, subpart C](#) and [2 C.F.R. pt. 3000, subpart C](#), in addition to remedies available to (insert name of recipient/subrecipient/ applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of [2 C.F.R. pt. 180, subpart C](#) and [2 C.F.R. pt. 3000, subpart C](#) while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) - Contractors who apply or bid for an award of \$100,000 or more shall 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 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 tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the non-federal entity the following certification.

Appendix A, 44 CFR Part 18-Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and CEA's

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or CEA, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and CEA's) and that all subrecipients shall certify and disclose accordingly.
4. 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. The Contractor, _____, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
6. Signature of Contractor's Authorized Official: _____
7. Name and Title of Contractor's Authorized Official: _____
8. Date: _____

Equal Employment Opportunity - During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders

of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section. (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

Clean Air Act - 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, [42 U.S.C. § 7401 et seq. 2](#). The contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act - 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, [33 U.S.C. 1251 et seq. 2](#). The contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Procurement of Recovered Materials - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. ii. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Davis-Bacon and Related Acts - The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Davis-Bacon and Related Acts. 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 are 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.

Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov/davisbacon Contractor agrees that, for any purchase to which this requirement applies, the award of the contract to Contractor is conditioned upon the Contractor’s acceptance of the wage determination.

Copeland 'Anti-Kickback' Act - Contractor agrees to comply with the Copeland “Anti-Kickback” Act ([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. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be ground for termination of the contract, and for debarment as a contractor and subcontractor as provided in [29 CFR § 5.12](#).

Remedies – Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See [2 C.F.R. Part 200, Appendix II\(A\)](#).

Access to Records – The Contractor agrees to provide Fletcher Technical Community College, and _____, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed. The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, FTCC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags – The contractor shall not use the DHA seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations and Executive Orders – This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government – The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statement or Related Acts – The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contract Changes or Modifications - During the performance of a government contract, changes may be required. A contract change is any addition, subtraction, or modification of the work required under a government contract.

Conflict of Interest – It is the policy of the College to contract for goods and services in conformance with Federal regulations and in a manner that will avoid any conflict of interest or the appearance thereof.

PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entities or association's status as a firearm entity or firearm trade association.
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entities or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

BYRD ANTI-LOBBYING CERTIFICATION
RE: PROJECT NAME/PROJECT NUMBER: _____

Byrd Anti-Lobbying Certification
For Contracts, Grants, Loans and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

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

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

BID FORM

Fletcher Technical Community College

Provide Installation of Generators

Bid Number: 40004-23048

Bid Date: October 20, 2025

Bid Time: 2:00 P.M., CST

Specifications for the Installation of Generator

Dickson Road Campus

Install one (1) owner furnished 250KW diesel standby generator

Remove the existing generator tap box and install one (1) owner furnished 800-am, 480-volt, 3-phase, service entrance rated, Nema 3R automatic transfer switch. Install new conductors from the automatic transfer switch to the existing main breaker.

Pull four (4) #500mcm conductors and one (1) #3 conductor from the automatic transfer switch to the new generator in a new 4" rigid conduit exposed on the concrete.

Install one (1) new 20-amp, 120-volt circuit from the existing panel to the battery charger in the generator.

Install one (1) new 20-amp, 240-volt circuit from the existing panel to the block heater in the generator.

Grounding generator

Crane Rental

200 gallons of diesel for testing

Total Price:\$ _____

Optional: Offload generator from freight company - \$ _____

Address of Campus – Fletcher Technical Community College

Houma Campus

331 Dickson Road

Houma, LA

Specifications for the Installation of Generator
Thibodaux Campus

Install one (1) owner furnished 250-KW diesel standby generator
Install one (1) 10' x 20' concrete pad for the automatic transfer switch and generator
Install one (1) owner furnished 1200-amp, 480-volt, 3-phase, 4-wire service entrance rated Nema 3R automatic transfer switch.
Install new conduit, fittings and wire in the automatic transfer switch to the existing wiring in the pad mount and splice onto the existing wiring
Install new conduit, fittings, and wire from automatic transfer switch to the generator (Output on generator is 346-amps)
Install one (1) new 2-amp, 120-volt circuit from the existing panel to the battery charger
Install one (1) new 20-amp, 240-volt circuit from the existing panel to the block heater.
Generator grounding
Crane Rental
200 gallons of diesel for testing

Total Price:\$ _____(Figures)

_____(Writ
ten)

Optional: Offload generator from freight company:\$ _____(Figures)

Address of Campus: Fletcher Technical Community College
1425 Tiger Drive
Thibodaux, LA 70301

Payment & Performance Bonds will be required for this project.

Awarded contractor must be registered and in good standing with SAM.gov

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, vendor should notify agency representative at time of job site visit. Failure to do so will be interpreted that bid is as specified. Please contact Eric Jeffers at 720-670-9215 to schedule a job site visit.

The attached job site visit certification form must be signed by the bidder and Eric Jeffers or designated College representative. Failure to do so will result in the immediate disqualification of the bid without further discussion.

Inquiry Period: All inquiries, requests for information, requests for clarification, etc. shall be made in writing to the FTCC purchasing department. Inquiries may be emailed to the Purchasing Director at gdoucet@bpcc.edu. Inquiries will be accepted until October 13, 2025 @ 12:00 p.m., CST. No inquiries will be accepted after that date and time.

Job Site Visit Certification

Provide Installation of Generators

This signed statement certifies that the Vendor named below has visited the job sites and is familiar with all conditions surrounding fulfillment of the specifications for the project.

Bidder's Name (Printed)

College Representative

Bidder's Signature

College Representative's Signature

Bidder's Company Name (Printed)

NOTE: This certification must be signed by a fulltime employee of the Vendor and the College representative and submitted with the bid proposal.

Failure to submit this certification with the bid shall cause your bid to be disqualified.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the College to contact the above named person or otherwise verify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE ink)

Date: _____

