

<b>Notice to Vendors</b> <b>This is Not An Order</b> <b>It is Merely</b> <b>A Request For Quotes</b>	FTCC Schriever, LA 318/678-6655 <b>REQUEST FOR QUOTATION</b> <hr/> Department	Date and Time by Which Quotation Must be Returned January 29, 2026 @ 2:00 P.M. CST	DATE 12/18/2025		
	<b>TO THE VENDOR:</b> To be returned on or before date specified above to: <b>Fletcher Technical Community College</b> Purchasing Office 6220 East Texas Street Bossier City, LA 71111 <b>DATE DELIVERY REQUIRED:</b> <b>PLEASE STATE DELIVERY DATE BELOW.</b> <b>NOTE: WE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES.</b> Bid Number: 40004-23052-1 REBID				
Vendor Federal I.D. # _____ <b>PURCHASE REQUISITION NOS.</b> _____ <b>P.O.NO.</b> _____					
ITEM NO.	QUANTITY	UNIT of MEASURE	COMMODITY	UNIT PRICE	AMOUNT
<p style="text-align: center;"><b>PLEASE SUBMIT YOUR BID AS PER THE ATTACHED</b></p> <p style="text-align: center;"><u>For Request for Quotations \$250,000 or less</u> you may email your quote to <a href="mailto:MOLINDE@bpcc.edu">MOLINDE@bpcc.edu</a> 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 style="text-align: center;"><b>THIS COVER SHEET MUST BE RETURNED WITH FIRM NAME, SIGNATURE, TITLE, AND DATE SUBMITTED IN ORDER TO BE CONSIDERED</b></p> <p style="text-align: center;">FTCC IS AN EQUAL OPPORTUNITY COLLEGE</p> <p style="text-align: center;"><b>FOR QUESTIONS REGARDING THIS BID</b>  <b>CONTACT FTCC PURCHASING AT 318-678-6655 or email <a href="mailto:MOLINDE@bpcc.edu">MOLINDE@bpcc.edu</a></b>  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 **TOTAL** 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.

<b>THE VENDOR:</b> Furnish Delivery on Above as Follows:	Your Terms Are:	<b>THIS QUOTATION IS SUBMITTED BY</b> Name of Vendor _____ Signature _____ Telephone # _____ Title _____ DATE SUBMITTED _____
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## 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 College Police Department (318-678-6195) 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 insure 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 Police Department (318-678-6195).

#### 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

STATE OF LOUISIANA

PARISH OF TERREBONNE

Contract No. \_\_\_\_\_

## 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 no 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: \_\_\_\_\_  
\_\_\_\_\_

**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)	(c) Identity Theft (R.S. 14:67.16)
(b) 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)	

[Type here]

**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.

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**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

[Type here]

**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: \_\_\_\_\_

[Type here]

**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

## **Community Development Block Grant Program - Disaster Recovery and Mitigation Rider**

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery (“CDBG-DR”) or Community Development Block Grant - Mitigation (“CDBG-MIT”) Program by and between the subrecipient name, State of Louisiana, acting herein by subrecipient representative, title (i.e. president mayor), hereunto duly authorized, and name of consultant firm, a type of business (partnership, corporation) organized under the laws of the State of Louisiana, acting herein by name, Chief Executive Officer or appointed representative, hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between subrecipient name, and name of consultant firm in which CDBG-DR or CDBG-MIT grant funds are a funding source.

### **FEDERAL REGISTER NOTICES**

#### **DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:

<https://www.hud.gov/hud-partners/community-cdbg-dr/regulations>

## COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR PROFESSIONAL SERVICES CONTRACTS

### CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE

20. ENERGY EFFICIENCY
21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING
35. AUTHORIZATION

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (Also in Appendix II to 2 CFR 200)**

**Applicable to contracts and subcontracts above \$10,000**

During the performance of any contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. 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 without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## 2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

### **Applicable to contracts and subcontracts over \$10,000**

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination 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, as amended, is prohibited.

### **5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Also in Appendix II to 2 CFR 200)**

- A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

### **Applicable to contracts and subcontracts over \$10,000**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all

employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

#### **8. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

#### **9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

**Applicable to contracts and subcontracts exceeding \$100,000**

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## **10. FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

## **11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

## **12. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **13. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## **14. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

## **15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

### **Applicable to contracts and subcontracts of \$10,000 and under**

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated

during employment, without regard to their race, color, religion, sex, 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.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

## **16. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **17. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

## **18. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract

by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

## **19. TERMINATION FOR CONVENIENCE**

The Owner may terminate any contract at any time by giving at least ten days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

## **20. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## **21. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

## **22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **23. BREACH OF CONTRACT TERMS**

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

## **24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **25. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

## **26. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

## **27. ANTI-KICKBACK RULES**

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

The Act provides that each contractor or subrecipient must be prohibited from inducing, by

any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## **28. ASSIGNABILITY**

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

## **29. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

## **30. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

## **31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

## **32. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

## **33. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

## **34. LOBBYING**

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **35. AUTHORIZATION**

This Agreement is authorized by the [name of subrecipient], Resolution [number] adopted [date], copies of which are attached hereto and made a part hereof.

ATTEST:

[name of subrecipient]

\_\_\_\_\_

By: \_\_\_\_\_  
[name & title of subrecipient representative]

\_\_\_\_\_

Date: \_\_\_\_\_

[name of consultant]

\_\_\_\_\_

By: \_\_\_\_\_  
[name & title of consultant representative]

\_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

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

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

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

compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Such disclosures are forwarded from tier to tier up to the non-federal award.

J. See § 200.323.

K. See § 200.216.

L. See § 200.322.

#### **§ 200.323 Procurement of recovered materials.**

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

#### **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1) Procure or obtain covered telecommunications equipment or services;
  - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- d) See Public Law 115–232, section 889 for additional information.
- e) See also § 200.471.

#### **§ 200.322 Domestic preferences for procurements.**

- a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
  - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## Section 3

This regulation must be followed when projects assisted with housing and community development financial assistance exceed \$200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

### 1. Section 3 of the Housing and Urban Development Act of 1968

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

#### a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

#### b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following “Section 3 clause” in every “Section 3-covered contract”:

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the

provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

- i. Benchmarks. Contracts with CDBG awards over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
  1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and
  2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.
- iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

## **BID FORM**

### **Fletcher Technical Community College**

**Airport- Painting and Flooring**

**Bid Number: 40004-23052-1 REBID**

**Bid Date: 01/29/2026**

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

### **Specifications for Flooring of Airport Hangars**

#### **Hangar 1:**

Repair all cracks with epoxy grout, diamond grind concrete, install prime coat (broadcast with aggregate), install grout coat, install urethane topcoat.

#### **Hangar 2:**

Repair all cracks with epoxy grout, diamond grind concrete, install prime coat (broadcast with aggregate), install grout coat, install urethane topcoat.

Total Price: \$ \_\_\_\_\_ (Figures)

\_\_\_\_\_ (Written)

Address of Campus – Fletcher Technical Community College  
200 Aviation Road  
Houma, LA 70363

### **Specifications for Painting of Airport Hangars**

Prime and apply 2 coats of multi-surface acrylic paint to accent shutters in container building and window/door trim, rake trim, gutters, downspouts, and corners at Building 1, 2, and 3.

Patch minor imperfections at walls and ceilings.

Prep and paint 2 doors, 4 door frames, windowsills, base boards and crown molding.

Total Price: \$ \_\_\_\_\_ (Figures)

\_\_\_\_\_ (Written)

Address of Campus – Fletcher Technical Community College  
200 Aviation Road  
Houma, LA 70363

Payment & Performance Bonds will be required for this project.

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

Mandatory Pre-Bid Conference/On-Site inspection Tour:

A mandatory Pre-Bid conference/on-site inspection tour shall be conducted for the benefit of all Bidders on January 9, 2026, at 11 a.m., CST. Bidders shall assemble at:

Fletcher Technical Community College  
Schriever Campus  
Community Room 226  
1407 Highway 311  
Schriever, LA 70395

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 [molinde@bpcc.edu](mailto:molinde@bpcc.edu). Inquiries will be accepted until January 16, 2026 @ 12:00 p.m., CST. No inquiries will be accepted after that date and time.

## 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](http://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: \_\_\_\_\_