



**ST. JOHN THE BAPTIST PARISH  
PURCHASING & PROCUREMENT DEPARTMENT  
1811 W. Airline Highway  
LaPlace, LA 70068**

**REQUEST FOR PROPOSALS (RFP)  
Chemical Control and Canal Maintenance**

Proposal No. RFP.2020.04

Closing Date: April 6, 2020 at 9:45 A.M. Local Time

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***SUBMITTALS***

*Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Contractor's name and address, and "RFP – Chemical Control and Canal Maintenance".*

Publish:

L'Observateur:

March 4, 2020

March 11, 2020

March 18, 2020

March 25, 2020

**FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:**

Peter Montz, Purchasing & Procurement Department

Phone: (985) 652-9569

E-mail: [p.montz@stjohn-la.gov](mailto:p.montz@stjohn-la.gov)

**QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 3:00 P.M. March 30, 2020.**

**REQUIRED SIGNATURE PAGE FOR PROPOSALS**

*This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.*

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

*In order to induce the Parish to consider this proposal, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to St. John the Baptist Parish, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to St. John the Baptist Parish.*

**Please type or print legibly information below.**

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Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

**PROPOSER INFORMATION**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**AUTHORIZATION TO PROPOSE** (must be signed):

By: \_\_\_\_\_  
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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**If this proposal is being submitted on behalf of an agent/broker, please complete section below:**

Submitted on behalf of: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**REQUEST FOR PROPOSALS**  
**Chemical Control and Canal Maintenance**

**BACKGROUND**

St. John the Baptist (herein referred to as “Parish”) hereby issues a Request for Proposals (RFP) from an experienced, responsible and capable contractor (“Contractor”) to provide chemical control and canal maintenance to an estimated fifty-six (56) canals throughout the parish.

The Contractor shall perform general and specific tasks as described in the Scope of Work section of this RFP. The selected contractor must be a qualified and licensed/certified to utilize chemicals needed to clean and maintain parish canals. The selected contractor will also be responsible for all other work necessary to complete said service in accordance with the terms of this Request for Proposal (“RFP”) and any resulting contract.

The RFP package includes the following:

1. Required Signature Page for Proposals
2. General Terms and Conditions
3. Past Criminal Convictions of Bidders Attestation
4. Non-Solicitation and Unemployment Affidavit
5. Corporate Resolution
6. Certificate of Authority
7. Certificate Regarding Debarment
8. E-Verify Affidavit
9. Exhibit A – Scope of Work
10. Exhibit B- Sites
11. Exhibit C – Pricing Information
12. Exhibit D – Selection Scoring Criteria
13. Exhibit E- Maps

It is the intention of St. John the Baptist Parish to award a contract to the company with the best proposal that will provide qualified supervision to control weeds and undesirable vegetation on drainage canal bottoms of designated canals.

**GENERAL TERMS AND CONDITIONS**

**1.0 RFP Process**

- 1.1 This RFP is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 RFP’s, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish’s website at [www.sjbparish.com](http://www.sjbparish.com) or Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic proposals will be accepted only on [www.centralbidding.com](http://www.centralbidding.com).
- 1.3 Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. It is the Company’s responsibility to periodically check either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the RFP, prior to due date. **Checking the Parish website is HIGHLY recommended.**
- 1.4 The Parish reserves the right to request additional information to clarify proposals. The Parish shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.

- 1.5 Questions and comments regarding this Proposal must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to [p.montz@stjohn-la.gov](mailto:p.montz@stjohn-la.gov) no later than **3:00 P.M. on March 30, 2020**.

## **2.0 Submission of Proposal**

- 2.1 Proposals shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA no later than **9:45 A.M. local time on April 6, 2020**. **Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP-Chemical Control and Canal Maintenance".**
- 2.2 Each Company shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit C) will be used to evaluate all proposals received. Failure to provide all required information with the exception of scope of work that does not pertain to your Company, including the "Required Signature Page for Proposals" shall be cause for rejection of the submittal as non-responsive.
- 2.3 Company shall submit an original, six (6) copies and one electronic copy of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.
- 2.4 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.5 Proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after **9:45 A.M. local time on April 6, 2020** will be deemed unresponsive and will be returned to Company unopened.

## **3.0 Non-Mandatory Pre-Proposal Conference**

A Non-Mandatory pre-proposal conference is scheduled for all interested Contractors on **March 26, 2020 starting promptly at 10:00 A.M.** in the St. John Parish Government Complex Council Chambers, located at 1811 W. Airline Hwy., Laplace, LA. 70068. Questions regarding the proposal will be addressed at meeting and in an addendum. Requests for clarification related to definition or interpretation of this RFP shall be made in writing to St. John the Baptist Parish, Purchasing & Procurement Department. **ATTN: Peter Montz, 1811 W. Airline Highway, Laplace, LA. 70068 or via email to [p.montz@stjohn-la.gov](mailto:p.montz@stjohn-la.gov).**

## **4.0 Opening**

Proposals will be opened publicly at **10:00 A.M. local time on April 6, 2020** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

## **5.0 Public Disclosure**

It is understood and agreed upon by the Company in submitting a proposal that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

## **6.0 Parish Commitment**

- 5.1 Parish shall have the right to reject or accept any Proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 5.2 This RFP does not commit the Parish to award, nor does it commit the Parish to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.3 The Parish reserves the right to terminate this RFP at any time prior to contract execution.
- 5.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 5.5 The Parish reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

## **7.0 Late, Modified, or Withdrawn Proposals**

- 6.1 Any proposal received after the exact time specified for receipt will not be considered.
- 6.2 No modification of a proposal, except a modification resulting from the Parish's request for "best and final offer," will be accepted.
- 6.3 No Company may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.

## **8.0 Evaluation and Selection**

- 7.1 Objective - The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Company determined to be most advantageous to the Parish, price and other factors considered.
- 7.2 Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and proposals received in response to an RFP. The Committee will evaluate proposals submitted by qualified Consultants/Companies on the basis of the guidelines set forth in the RFP. The Parish reserves the right to request additional information and clarification of any information submitted.
- 7.3 Evaluation criteria have been established to determine which Company/Consultant will best contribute to the overall goals of the Parish. These criteria are detailed in Exhibit C (Selection/Scoring Criteria) which is attached hereto and made a part hereof.
- 7.4 The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.
- 7.5 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. As part of the negotiation process, the Parish reserves the right to negotiate with the successful Company. This award will be made to the most responsible

firm or team whose proposal is determined in writing to be most advantageous to the Parish, based on the scoring criteria set forth in this document. The Parish also reserves the right to reject any and all proposals.

## 9.0 Terms

The initial contract shall be effective for three (3) years from the date of execution. Upon written mutual agreement between the Parish Council and the Company, this contract may be extended two (2) additional times, for one (1) year. The proposed company will begin work without unreasonable delay and without suspension of work unless authorized in writing by the Parish. **The Parish will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. The proposed contractors must submit firm fixed pricing.**

## 10.0 Insurance

Consultant/Company shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.**

**OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.**

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

\$1,000,000 CSL

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.**

**OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.**

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

#### **11.0 Submittals Required upon Provisional Award**

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

#### **12.0 Invoices**

Itemized invoices for payment of these services shall be submitted to the Public Works Director for approval prior to routing to Accounts Payable.

#### **13.0 Hold Harmless**

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

**14.0 Non-assignability**

No Company shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

**15.0 Exclusions**

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

**16.0 Disclosure**

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.



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

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, \_\_\_\_\_, (Appeared) the owner/authorized representative of

\_\_\_\_\_  
Company / Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

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 herein, including any silent or dormant owner or manager, 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)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Signatory of Bidder

\_\_\_\_\_  
Project Name/Number

\_\_\_\_\_  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Printed Notary Name: \_\_\_\_\_

Notary/Bar Roll Number: \_\_\_\_\_

My Commission is For/Expires: \_\_\_\_\_

**ST. JOHN THE BAPTIST PARISH  
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, if awarded, 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 for Contractor.

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: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, 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.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 2020.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
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**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_, INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, INCORPORATED,  
DULY NOTICED AND HELD ON \_\_\_\_\_, 2020,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY APPOINTED,  
CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH  
FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS,  
BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. JOHN OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL  
BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE  
AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS  
OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING  
AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BE REVOKED OR RESCINDED.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
DATE

# CERTIFICATE OF AUTHORITY

I attest that I am the sole member and manager of \_\_\_\_\_ and  
Company Name

that in my capacity as manager, I \_\_\_\_\_ am authorized  
Authorized Representative

under the state of Louisiana to conduct all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, proposals, papers, documents, affidavits, bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision of any such bid or contracts for said company.

Domicile Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Title of Authorized Signatory

\_\_\_\_\_  
Notary Signature

Printed Notary Name: \_\_\_\_\_

Notary/Bar Roll Number: \_\_\_\_\_

My Commission is for/expires on: \_\_\_\_\_



**Certification Regarding  
Debarment, Suspension, and Other Responsibility  
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: - \_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**E-VERIFY AFFIDAVIT**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, \_\_\_\_\_, the owner/authorized representative of

\_\_\_\_\_  
Company/Individual/Legal Entity  
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date E-Verify ID Assigned

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
E-Verify ID

\_\_\_\_\_  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Signature

Printed Notary Name: \_\_\_\_\_

Notary/Bar Roll Number: \_\_\_\_\_

My Commission is For/Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

#### **SERVICES**

The proposed Contractor agrees to furnish all labor, materials, equipment and qualified supervision to control weeds and undesirable vegetation on drainage canal bottoms of designated canals. Such weed control will be carried out with such materials and such manner so as to encourage a solid Bermuda grass stand on such designated canals. The Contractor will supply enough manpower to complete spraying all assigned canals within fifteen (15) calendar days from notice to proceed from the Director of Public Works, with inclement weather days excluded.

Contractor shall be responsible for daily verbal communication with the Director of Public Works to advise where work is performed on those days on which spraying operations are being carried out. Weekly written work reports of spraying performed during the previous week will be submitted by the Contractor to the Director of Public Works. These work reports will include the names of canals sprayed, square feet covered, names and quantity of herbicide used and gallons of spray mixed used. These reports shall be submitted promptly each Friday by fax to the Director of Public Works. The Contractor will supply enough manpower to complete each spraying within fifteen (15) calendar days. After completion of spraying on any areas, and after the required waiting period for its effectiveness to be determined, any areas that indicate poor control or show no effect of the previous spraying shall be retreated within five (5) working days of receipt of written/electronic/verbal notification by the Director of Public Works at no additional cost to the Parish. Spot treatments with a contact herbicide shall be performed as needed.

#### **MATERIALS AND EQUIPMENT**

Materials used by the successful Contractor shall be a combination of herbicides effective in the control of broadleaf weeds, brush selected grasses and floating and rooted aquatic vegetation in the assigned canals whereby a Bermuda release may be achieved on the slopes and right-of-way and weed free water and bottoms. All chemicals used shall conform to Local, State and Federal regulations. The successful Contractor must maintain properly equipped spray trucks and spray equipment necessary to accomplish the work required. Contractor must also have available for use an appropriate quipped boat or other equipment for spraying sections of assigned canals not assessable to ground operated equipment. Contractor will maintain properly equipped spray trucks and spray equipment in accordance with Louisiana Department of Agriculture and Forestry, necessary to accomplish the work required.

#### **GUARANTEE**

Contractor guarantees that the spraying performed pursuant to this agreement will achieve a weed free Bermuda grass stand on the assigned area and will eliminate Johnson grass, Broadleaf Weeds, Brush, and Aquatic Vegetation. The assigned area(s) will be sprayed as many times required during the term of the Agreement to obtain satisfactory results. unless otherwise notified by the Director of Public Works for additional spraying. Each spraying will be completed within fifteen (15) calendar days.



## **QUALIFICATIONS AND LICENSES**

Contractor must have and include in their submittal the following to be considered responsive:

1. Ground Applicator Licenses and Commercial Pesticide Applicator License with proper Certifications as required by the State of Louisiana.
2. Certified in the following categories:
  - a. Ornamental and Turf
  - b. Aquatic (as needed)
  - c. Right-of-Way & Industrial Pest
3. Contractor shall have ten (10) years' experience in this field.

## **REQUIREMENTS**

1. List and describe all fees associated with services required in the RFP in Exhibit C.
2. If the pricing schedule does not fit the Contractor's invoicing, please submit pricing for services required.

### **I. Regulatory Requirements:**

The proposed Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein. Ignorance on the part of the proposed Contractor shall not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The proposed Contractor shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the Parish with proposal submission.**

### **II. Safety and Protection:**

The proposed Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The proposed Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the public and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed from the premises upon work completions. The Parish **is not responsible** for theft or damage of the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in safe conditions.

### **XIV. Work Completion:**

At the completion of the work, the proposed Contractor shall remove all waste materials, from the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use

**Past Performance**

1. Capacity to manage client requests
2. Coordination and cooperation with clients and others
3. Ability to meet deadlines and budgets
4. List the Municipal contracts performed past and present along with a minimum of **three (3) written references**, in regard to spraying herbicides and pesticide.

**Technical Capabilities and Workload**

1. Briefly describe key personnel, any support staff, and their qualifications
2. Available equipment dedicated to the project
3. Delivery methods and reliability of services during emergencies
4. Number and size and similar contracts

**EXHIBIT B  
SITES**

List of Waterways

**LaPlace**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
Laplace Plantation Canal	10,639'	30'	319,170 sq ft
Ridgefield Canal	12,023'	35'	420,805 sq ft
Golfview Canal	2,919'	25'	72,975 sq ft
Melrose Canal	1,140'	12'	13,680 sq ft
Estates Canal	6,024'	15'	90,360 sq ft
Vicknair Canal	12,537'	50'	626,850 sq ft
Lasseigne Canal	10,688'	13'	138,944 sq ft
River Forest Canal	12,007'	11'	132,077 sq ft
Woodland Canal	24,830'	40'	993,200 sq ft
Montz Canal	6,264'	17'	106,488 sq ft
McReine Canal	9,065'	30'	271,950 sq ft
Belle Terre Fire Station Canal	1,085'	30'	32,550 sq ft
Belle Terre Lakes Extension	890'	25'	22,250 sq ft
Mileville Canal	8,219'	7'	57,533 sq ft

**I-10 Canal**

East-West (north)	20,150	25'	503,750 sq ft
East-West (south)	17,725'	39'	691,275 sq ft

**RESERVE**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
Homewood Canal	5,219'	6'	31,314 sq ft
Trosclair Canal	3,244'	17'	55,148 sq ft
Hotard Canal	6,192'	16'	99,072 sq ft
NW 3 <sup>rd</sup> Canal	5,449'	5'	27,245 sq ft
Godchaux (61 to ICCR)	4,878'	8'	39,024 sq ft
Godchaux fm pipeline to ICRR	23,306'	30'	699,180 sq ft
Riverside Canal	1,830'	5'	9,150 sq ft
Goshen Canal	2,984'	20'	59,680 sq ft
Acosta (NW 2 <sup>nd</sup> )	2,392'	5'	11,960 sq ft
Belle Pointe West Canal	7,730'	20'	154,600 sq ft
Guillot Canal	10,371'	21'	217,791 sq ft
Star Terrace	5,882'	8'	47,056 sq ft
Levee Canal	21,174'	40'	846,960 sq ft
Dufresne Canal	10,207'	15'	153,105 sq ft
Dutch Bayou Canal	8,734'	18'	157,212 sq ft
Terre Haute Canal	10,228'	30'	306,840 sq ft

## GARYVILLE

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
Bourgeois Canal	2,416'	15'	36,240 sq ft
Big Hope Canal	62,285'	40'	2,491,400 sq ft
Bardell Canal	6,354'	15'	95,310 sq ft
Stebbins Canal	6,055'	10'	60,550 sq ft
Sugar Mill Canal	5,012'	14'	70,168 sq ft
Dupont Canal	14,017'	10'	140,170 sq ft
Timbermill Canal	2,224'	8'	17,792 sq ft
Timbermill Outfall Canal	3,324'	10'	33,240 sq ft
Mississippi Bayou Canal	43,956'	40'	1,758,240 sq ft
Marathon Canal	8,260'	11'	90,860 sq ft
East Frisco Canal	10,495'	14'	146,930 sq ft

## WESTBANK

W 4 <sup>th</sup>	9,245'	4'	36,980 sq ft
W 6 <sup>th</sup>	4,812'	4'	19,248 sq ft
E 5 <sup>th</sup> RR to UPRR (west side)	5,480'	7'	38,360 sq ft
E 5 <sup>th</sup> RR to UPRR (east side)	5,477'	5'	27,385 sq ft
Moll Canal RR to UPRR	7,712'	11'	84,832 sq ft
Company Canal RR to UPRR	13,696'	13'	178,048 sq ft
White Rose Canal	11,112'	10'	111,120 sq ft
Castle Drive Canal	6,253'	7'	43,771 sq ft

## Airport Drainage System

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
Retention Pond			462,997 sq ft
SE Retention Canal	6,800'	40'	272,000 sq ft
Airport Rd Canal	3,793'	10'	37,930 sq ft
NE Retention Canal	3,093'	40'	123,720 sq ft
Inlet Canal Retention	6,155'	27'	166,185 sq ft

**EXHIBIT C**  
**Pricing Schedule**

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the RFP Documents at the rates (expressed in figures) hereinafter set forth:

**Base Proposal**

The Contractor shall list the Price on the Proposal Form to service all listed waterways in Exhibit B a minimum of four (4) sprays per year for treatment associated with performing the services detailed in Exhibit A. The Contractor shall thoroughly fill out the form or it will be deemed "unresponsive." It shall be the sole responsibility of the Contractor to review all components of this proposal, visit the sites of the work, verify estimated footage and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed Contractor, after submitting proposal, seek an adjustment as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

**Option One**

The Contractor shall list the Price per square foot on the Proposal Form to service all listed waterways in Exhibit B for treatment associated with performing the services detailed in Exhibit A. The Contractor shall thoroughly fill out the form or it will be deemed "unresponsive." It shall be the sole responsibility of the Contractor to review all components of this proposal, visit the sites of the work, verify estimated footage and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed Contractor, after submitting proposal, seek an adjustment as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

**PROJECT NAME: Chemical Control and Canal Maintenance**  
**RFP Number: RFP 2020.04**

Contractors must acknowledge all addenda(s). The contractor acknowledges receipt of the following Addenda Numbers (if any), \_\_\_\_\_.

**Option One Price**

Price to perform Chemical Control and Canal Maintenance as set forth in this RFP's scope of work, EXHIBIT A, on the locations and estimated square footage as listed in EXHIBIT B \$\_\_\_\_\_ per sq ft

IF OTHER RATES ARE APPLICABLE, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

ALTERNATE AWARD EVALUATION: The Parish reserves the right to award the RFP in total, by groups of items, by individual items or any combination of these in which the Parish deems to be in its best interest.

**Base Proposal Price (Min of 4 sprays per year)**

**SITES**

**LaPlace**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>	<b>Price</b>
Laplace Plantation Canal	10,639'	30'	319,170 sq ft	_____
Ridgefield Canal	12,023'	35'	420,805 sq ft	_____
Golfview Canal	2,919'	25'	72,975 sq ft	_____
Melrose Canal	1,140'	12'	13,680 sq ft	_____
Estates Canal	6,024'	15'	90,360 sq ft	_____
Vicknair Canal	12,537'	50'	626,850 sq ft	_____
Lasseigne Canal	10,688'	13'	138,944 sq ft	_____
River Forest Canal	12,007'	11'	132,077 sq ft	_____
Woodland Canal	24,830'	40'	993,200 sq ft	_____
Montz Canal	6,264'	17'	106,488 sq ft	_____
McReine Canal	9,065'	30'	271,950 sq ft	_____
Belle Terre Fire Station Canal	1,085'	30'	32,550 sq ft	_____
Belle Terre Lakes Extension	890'	25'	22,250 sq ft	_____
Mileville Canal	8,219'	7'	57,533 sq ft	_____

**I-10 Canal**

East-West (north)	20,150'	25'	503,750 sq ft	_____
East-West (south)	17,725'	39'	691,275 sq ft	_____

**RESERVE**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>	
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Hotard Canal	6,192'	16'	99,072 sq ft	_____
NW 3 <sup>rd</sup> Canal	5,449'	5'	27,245 sq ft	_____
Godchaux (61 to ICCR)	4,878'	8'	39,024 sq ft	_____
Godchaux frm pipeline to ICRR	23,306'	30'	699,180 sq ft	_____
Riverside Canal	1,830'	5'	9,150 sq ft	_____
Goshen Canal	2,984'	20'	59,680 sq ft	_____
Acosta (NW 2 <sup>nd</sup> )	2,392'	5'	11,960 sq ft	_____
Belle Pointe West Canal	7,730'	20'	154,600 sq ft	_____
Guillot Canal	10,371'	21'	217,791 sq ft	_____
Star Terrace	5,882'	8'	47,056 sq ft	_____
Levee Canal	21,174'	40'	846,960 sq ft	_____
Dufresne Canal	10,207'	15'	153,105 sq ft	_____
Dutch Bayou Canal	8,734'	18'	157,212 sq ft	_____
Terre Haute Canal	10,228'	30'	306,840 sq ft	_____

**GARYVILLE**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
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**WESTBANK**

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Company Canal RR to UPRR	13,696'	13'	178,048 sq ft
White Rose Canal	11,112'	10'	111,120 sq ft
Castle Drive Canal	6,253'	7'	43,771 sq ft

**Airport Drainage System**

<b>LOCATION</b>	<b>Linear Ft + -</b>	<b>Ave Width + -</b>	<b>Sq Ft + -</b>
Retention Pond			462,997 sq ft
SE Retention Canal	6,800'	40'	272,000 sq ft
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NE Retention Canal	3,093'	40'	123,720 sq ft
Inlet Canal Retention	6,155'	27'	166,185 sq ft

**TOTAL** \_\_\_\_\_

