



**REQUEST FOR PROPOSALS  
#24-MOSQ-09  
MOSQUITO CONTROL PROGRAM**

**March 2024**

## INVITATION TO PROPOSERS

Sealed proposals will be received on **April 4, 2024**, by the Terrebonne Parish Consolidated Government Purchasing Division at City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana 70363 until 10:00 AM as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids>. Proposal documents are also posted on [www.centralauctionhouse.com](http://www.centralauctionhouse.com). To view these, download, and receive proposal notices by email, you have to register with Central Auction House (CAH). Any questions about this process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

### **Proposal No. 24-MOSQ-09 Mosquito Control Program**

Each proposal shall be either hand delivered by the Proposer or his agent, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which are recognized as holidays by the United States Postal Service.

**The mailing address for proposals is:** City of Houma Service Complex  
301 Plant Road  
Houma, Louisiana 70363

A non-mandatory pre-proposal conference will be held at **10:00 AM on March 20, 2024**, at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, Houma Louisiana 70363.

Proposal forms, information and specifications may be obtained by contacting Sharon Ellis at (985) 873-6821 or [sellis@tpcg.org](mailto:sellis@tpcg.org). The Request for Proposal (RFP) is available in electronic form on the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids> and is also posted on [www.centralauctionhouse.com](http://www.centralauctionhouse.com). To view, download, and receive proposal notices by email, you must register with Central Auction House (CAH). Any questions about the CAH process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

No proposals will be received after the date and hour specified. The Terrebonne Parish Consolidated Government reserves the right to reject any and all proposals and to waive any informalities.

/s/Jason W. Bergeron  
Jason W. Bergeron., Parish President  
Terrebonne Parish Consolidated Government

Advertise:  
March 6, March 13, and March 20, 2024

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# REQUEST FOR PROPOSAL FOR MOSQUITO CONTROL PROGRAM

## **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

### ***1.1 Purpose***

The purpose of this RFP is to obtain competitive sealed proposals from qualified Proposers who are interested in providing a comprehensive program of mosquito abatement through an integrated pest management approach. Proposals are solicited on the basis of a lump sum for routine mosquito surveillance, prevention and control; a lump sum for Expanded Encephalitis Surveillance Protocol; and unit prices for Expanded Transmission Suppression Protocol tasks; Emergency services and any services provided beyond the scope of routine services. It is the intent of the Terrebonne Parish Consolidated Government (TPCG) to obtain the most cost-effective program for inspection, surveillance and abatement of nuisance and disease vector mosquitoes.

### ***1.2 Background***

The TPCG currently has a contract that provides a fully integrated pest management program (chemical, biological and physical) for the control of disease vector and nuisance mosquitoes in Terrebonne Parish on a year-round (12 month) basis. Terrebonne Parish comprises approximately 1,331,195 acres; of which 803,197 is land and 527,998 is water. Approximately 31,405 acres is urbanized. The population of Terrebonne Parish is approximately 107,612. Population density is 83 people per square mile. The contract is monitored by the TPCG Department of Public Works Vegetation Division.

The current mosquito control program uses a combination of strategically placed LBJ traps, CDC light traps, New Jersey light traps, gravid traps, and citizen complaints to obtain data on mosquito populations. Terrebonne Parish is divided into 38 geographic zones for tracking and implementing treatment activities. Treatment activities to address nuisance mosquito populations take place on a year-round basis.

In 2002, additional protocols surveillance and suppression were added to allow for additional services needed to monitor and respond to mosquito born diseases. Since 2002, the surveillance and suppression components of TPCG's mosquito control program have been in operation from March to October.

### ***1.3 Scope***

The proposed work includes, but is not limited to, providing comprehensive mosquito control program through an integrated pest management approach in Terrebonne Parish. The scope of work may include the following:

- Routine inspection, surveillance and/or control for mosquito larvae, adult mosquitoes including chemical, biological and physical control of disease vector and nuisance mosquitoes on a year round basis.
- Public education.
- Complaint taking and resolution.
- Efficacy testing.
- Provide office, laboratory and shop facility in Terrebonne Parish together with all necessary equipment and consumable chemicals necessary to provide full service.

- Expanded encephalitis surveillance and suppression services on an as needed basis with preauthorization from TPCG.
- Natural and man-made disaster emergency mosquito control services on an as needed basis with preauthorization from TPCG.
- Truck Tracking & Flow Control – GPS

#### **1.4 Term of Contract**

The effective date of this Contract is the date of execution of this contract by all parties. The initial term of the Contract shall be (1) year from the effective date. TPCG, at its sole option, may renew this contract for up to two (2) additional one (1) year terms.

#### **1.5 Schedule of Events**

	<b>Date</b>	<b>Time</b>
1. RFP advertised and posted to sites	3/06/2024	9:00 am
2. Non-mandatory Pre-Proposal Conference	3/20/2024	10:00am
3. Deadline to receive written inquiries	3/20/2024	10:30am
4. Deadline to answer written inquiries	3/25/2024	11:00am
5. Deadline to receive Proposals	4/04/2024	10:00 am
(All proposals shall remain sealed until the date and time listed)		
6. Presentations & Discussions, if applicable	TBD	
7. Notice of Intent to Award announcement	TBD	
8. Contract Initiation	TBD	

**NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

#### **1.6 Proposal Submittal**

Firms or individuals who are interested in providing services under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version on or before the date and time specified in the Schedule of Events. Fax or email submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal. All proposals shall be received in hard copy (printed) form **no later than the date and time shown in the Invitation to Proposers.**

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the U. S Postal Service to our physical location at:

Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma, Louisiana 70363

**Important -- Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name and Number: **#24-MOSQ- Mosquito Control Services**
- Proposal Opening Date and Time: April 4, 2024 at 10:00 AM

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSER SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

### **1.7 Proposal Response Format**

To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should summarize the Proposer's ability to perform the services required in the RFP and confirm the Proposer is willing to perform the required services and enter into a contract with TPCG. The cover letter should also:

- Identify the submitting Proposer
- Identify the name, title, address, telephone number and email address of each person authorized by the Proposer to contractually obligate the Proposer
- Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period

By signing the cover letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. Evidence of signature authority includes:

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **If this applies, a copy of the annual report or partnership record must be included with the RFP submission.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate

resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification must be included with the RFP submission.**

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **If this applies, a copy of the applicable document must be included with the RFP submission.**

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **License(s):** Proposer must evidence licensing by the Louisiana Department of Agriculture and Forestry upon request and execution of contract.

D. **Company Description and Experience:** Provide a description of Proposer's firm, knowledge and experience in providing similar services as requested in this RFP. Describe the company's number of years of experience and the size of the company. If the Proposer has been terminated from any contract within the past five (5) years, please include the client information, contact name and number and the reason for termination. Provide If the Proposer has failed to complete any work awarded, please include where, why and when? If the Proposer, its principles, officers, or predecessor organization has even been disbarred or suspended from bidding federal, state, or local government agency projects during the past five (5) years provide the details.

E. **Subcontractors:** Any subcontractors who are proposed to be part of the project team must be clearly identified and the Respondent is to include a statement of the nature and the percentage of total work that is anticipated to be provided by the subcontractor should the Respondent be selected as the most qualified. Respondent shall demonstrate in its SOQ that any proposed subcontractor has a history of proven and measurable experience in the area of services proposed to be used by the Respondent in its scope of services, including the submission of three (3) references from each subcontractor.

F. **Capacity to Perform:** The Proposer should submit satisfactory evidence that they have the ability and capacity to perform the services required by this RFP. Describe the methodologies to be used in meeting the requirements of this RFP. The Proposer should describe how their firm has met their objectives with past performance. The Proposer should include specific examples of past performance on similar projects. The Proposer must have the proper equipment / aircraft needed to perform the scope of work of this RFP, as well as qualified pilots.

G. **Project Team:** Include a management and organizational chart specific to providing the proposed scope of services. Indicate position, title, job responsibilities, and where the personnel are proposed to be based. Provide the experience and resumes of those partners, principals, and employees of the Respondent who be actually responsibly for, and actively involved in a substantial manner in, the provision of services related to this contract.

**NOTE:** Contractor must provide a list of Essential Duty Personnel (EDP) along with their telephone numbers and assure the availability of personnel and equipment to respond to potential mosquito problems following a major hurricane and respond as noted.

H. **Available Resources:** Respondent should provide a statement of availability of personnel and equipment, proposed staging and/or response schedule that will be committed to in the event of activation.

**NOTE:** Contractor must equip pilot and co-pilot with military grade night vision goggles (NVG). Proposer should provide a description of NVG equipment (make and model), pilot training program and certifications, NVG experience of each pilot and compliance with Code of Federal Regulations (CFR 14 FAR 61.31(k)). The cost of NVG will be borne by the Contractor. The TPCG will not pay for nor reimburse the Contractor for NVG's.

I. **Reference Projects:** Respondents should provide at least three (3) but no more than five (5) reference projects completed by the Respondent of comparable size and scope. For each reference project, the Respondent should provide a brief description of the project, the scope of work completed, dates of contract start and completion, and contact information, including names, phone numbers and emails, for the client for whom the work was completed.

J. **Conflict of Interest Disclosure:** All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

K. **Non-Collusion Affidavit:** Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, declaring that Proposer has not colluded with any other person, firm or corporation in regards to any Proposal submitted. A form Affidavit is attached as Exhibit B to the attached Contract.

L. **Price Proposal:** Respondents price proposal shall be submitted on Exhibit A. Partial proposals, not covered by forms or alternate Proposals, will not be considered. Any such unsolicited proposals may expose the submitted price in the event that all Proposals are rejected and that new specifications are advertised which may include a new proposal.

### ***1.8 Number of Response Copies***

Each Proposer shall submit one (1) signed original response. Each Proposer shall also submit the following:

- Two (2) additional copies of the proposal
- One (1) redacted copy of the proposal **IF APPLICABLE**
- One (1) "searchable" electronic copy of the proposal on a USB flash drive. The searchable electronic copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as COPY.
- One (1) electronic redacted copy of the proposal on a USB flash drive. The electronic redacted copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as REDACTED COPY. **IF APPLICABLE**

### ***1.9 Legibility / Clarity***

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.



### ***1.10 Confidential Information, Trade Secrets and Propriety Information***

All financial, statistical, personal, technical and other data and information relating to the TPCG's operation which are designated confidential by the TPCG and made available to the Proposer in order to carry out the contract, or which become available to the Proposer in carrying out the contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the TPCG. The identification of all such confidential data and information as well as the TPCG's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the TPCG in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the TPCG to be adequate for the protection of the TPCG's confidential information, such methods and procedures may be used, with the written consent of the TPCG, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Proposer discuss and/or release information to the media concerning this project without prior express written approval of the Terrebonne Parish Consolidated Government.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

### ***1.11 Pre-Proposal Conference***

A non-mandatory pre-proposal conference will be held at **10:00 AM on March 20, 2024**, at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, Houma Louisiana 70363.

The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one (1) duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the TPCG will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at [https://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities) and <https://www.centrauctionhouse.com/>.

### ***1.12 Proposer Inquiry Periods***

Written questions regarding RFP requirements or Scope of Services must be submitted to the persons listed below:

**Administrative Inquiries:**

TPCG Purchasing Division  
Attention: Sharon Ellis  
301 Plant Road  
Houma, LA 70363  
E-Mail: [sellis@tpcg.org](mailto:sellis@tpcg.org)  
Phone: (985) 873-6821

**Technical Inquiries:**

TPCG Roads & Bridges  
Attention: Alissia Brown-Smith  
P O Box 2768  
Houma, LA 70361  
E-Mail: [absmith@tpcg.org](mailto:absmith@tpcg.org)  
Phone: (985)873-6734 / Fax (985)580-7310

The TPCG will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The TPCG shall reserve the right to modify the RFP should a change be identified that is in the best interest of the TPCG.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at [https://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities) and <https://www.centralauctionhouse.com/>.

Only Sharon Ellis or Alissia Brown-Smith or his / her designee has the authority to officially respond to a Proposer's questions on behalf of the TPCG. Any communications from any other individuals shall not be binding to the TPCG.

**1.13 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.10 of this RFP. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer who violates the Blackout Period may be liable to the TPCG in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer. Notwithstanding the foregoing, the Blackout Period shall not apply to:

- A protest to a solicitation submitted pursuant to TPCG Protest Policy;
- Duly noticed site visits and/or conferences for Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### ***1.14 Errors and Omissions in Proposal***

The TPCG will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The TPCG reserves the right to make corrections or clarifications due to patent errors identified in proposals by the TPCG or the Proposer. The TPCG, at its option, has the right to request clarification or additional information from the Proposer.

#### ***1.15 Performance and Payment Bonds***

Within ten (10) days from the date of Notice of Award, but prior to the execution of the Contract, Contractor shall furnish performance and payment Bonds each in an amount 50% of the contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The payment provisions of these bonds, regardless of form or content, shall be construed as and deemed statutory bond provisions. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Any surety bond shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

If the Surety on any Bond or any insurance company providing any insurance overages furnished by Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, Contractor shall

within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to Owner. The Owner reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

Contractor shall include subcontractors under its bonds or shall require that subcontractors furnish and evidence separate bonds conforming to the requirements herein.

If, at any time during the Contract period, the Contractor fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the Owner, the Owner reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

#### ***1.16 Changes, Addenda***

The TPCG reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if posted, will be posted at [https://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities) and <https://www.centralauctionhouse.com/>.

It shall be the responsibility of the Proposer to check the website(s) for addenda to the RFP.

#### ***1.17 Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing and Warehouse Manager identified in the RFP.

#### ***1.18 Waiver of Administrative Informalities***

The TPCG reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

#### ***1.19 Proposal Rejection / RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the TPCG's best interest.

#### ***1.20 Ownership of Proposal***

All materials submitted in response to this request become the property of the TPCG. Selection or rejection shall not affect this right.

#### ***1.21 Proposal Validity***

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the TPCG reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### ***1.22 Cost of Offer Preparation***

The TPCG shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other

expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the TPCG.

### **1.23 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. Any taxes, other than State and Local Sales and Use Taxes, from which the TPCG is exempt, shall be assumed to be included in the Proposer's cost.

### **1.24 Determination of Responsibility**

In order to qualify as responsible, a Proposer must meet certain standards as they are related to the particular procurement under consideration. The TPCG must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **1.25 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The TPCG shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.26 Use of Subcontractors**

The TPCG shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the TPCG. The prime Contractor shall be the single point of contact for all subcontract work.

Unless specifically otherwise authorized in writing, Contractor shall limit subcontracting to one (1) tier and shall designate a single point of contact with each subcontractor to address billing and payment issues. The Contractor shall be fully responsible to TPCG for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the TPCG; however, the TPCG shall be deemed a third-party beneficiary of any such contractual relationship. Contractor shall maintain a complete list of subcontractors and material suppliers, including

names, addresses, phone numbers, and designated representatives. A current list shall be provided to TPCG on request by not less frequent than a biweekly basis.

The Contractor shall not use a subcontractor or material supplier to whom the TPCG has a reasonable objection. Contractor shall make all reasonable attempts to employ residents of Terrebonne Parish and subcontract with firms and/or companies domiciled or currently doing business within Terrebonne Parish. Any subcontractors used by the Contractor shall be identified to Terrebonne Parish.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the Contractor the same powers regarding terminating any subcontract that the TPCG may exercise over the Contractor under any provisions of this agreement.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

#### **1.27 Written or Oral Discussions / Presentations**

The TPCG, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the TPCG program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The TPCG reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria contained in the RFP.

#### **1.28 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

#### **1.29 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the TPCG, which will determine the proposal most advantageous to the TPCG, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

#### **1.30 Best and Final Offers (BAFO)**

The TPCG reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions

for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost-effective pricing available.

The TPCG reserves the right to adjust the original scores based upon BAFO's submittal response(s), using the original evaluation criteria contained in the RFP.

**The written invitation to participate in BAFO will not obligate the TPCG to a commitment to enter into a contract.**

### ***1.31 Contract Award and Execution***

The TPCG reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The TPCG reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the TPCG.

A Proposer should not submit its own standard contract terms and conditions as a response to this RFP. The Proposer is allowed to submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the TPCG may elect to cancel the award and award the contract to the next highest ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

### ***1.32 Contract Negotiations***

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### ***1.33 Contract Documents***

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Bonds Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.



#### **1.34 Non-Negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.35 Non-Exclusive Contract**

It is the intent of the TPCG to designate a primary or preferred Contractor, so as to best prepare for an event. However, the TPCG reserves the right to employ the services of a different or one or more additional Contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

#### **1.36 Bonds**

Within ten (10) days from the date of Notice of Award, but prior to the execution of the Contract, Proposer shall be required to provide a performance and a payment bond in accordance with the terms and conditions of the Contract attached to this RFP. Failure to provide the required bonds within the time specified may cause your offer to be rejected.

#### **1.37 Notice of Intent to Award**

The evaluation committee shall compile the scores and make a recommendation to the Parish President on the basis of the responsive and responsible Proposer(s) with the highest score(s). The TPCG will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Purchasing and Warehouse Manager within fourteen (14) calendar days after the TPCG issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Parish President and the Terrebonne Parish Council.

#### **1.38 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

#### **1.39 Right to Prohibit Award**

In accordance with the provisions of R.S. 38:2212.9, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.



#### **1.40 Insurance Requirements**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VI. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees or subcontractors. The cost of the insurance shall be included in the total contract amount.

The CONTRACTOR, prior to commencing work, shall provide at his own expense proof of the required insurance coverage(s) required by the contract to TPCG in insurance companies authorized in the State.

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The TPCG reserves the right to request copies of subcontractor's Certificates at any time.

Within ten (10) days from the date of Notice of Award, Proposer shall furnish the TPCG with certificates of insurance effecting coverage required by the attached Contract. 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 TPCG before work commences.

#### **1.41 Indemnification and Limitation of Liability**

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

#### **1.42 Basis and Method of Payment**

For services required under Terms of the Contract, the fees shall not exceed the unit cost amounts stated in the Proposal Form in the Contract documents.

The service fees provided by the Proposer shall include all labor, equipment, chemicals, operation and other related services and costs delineated in the Contract documents. There will be no adjustment in the cost due to increases or decreases in chemical quantities, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjustment.

### **1.43 Escalation and De-Escalation**

For Mosquito Control Services required to be performed pursuant to this contract, the charges for the first year shall be the lump sum rates fixed by this Contract, payable in twelve (12) monthly installments, and any additional compensation in accordance herein.

The service fees for Mosquito Control Services will be adjusted upward or downward annually based on the percentage change in the Consumer Price Index. The annual adjustment will equal a U.S. City Average twelve (12) month percentage change in the All Urban Consumers Cc All Items Index (CPI-U) as compiled by the Bureau of Labor Statistics and adopted by the TPCG in that year's annual budget or 3% whichever is less.

### **1.44 Contractor's Billing**

The Contractor shall invoice the TPCG for services rendered within ten (10) to twenty (20) days following the end of the month, based on 1/12 of the annual contract rate set forth in the Contract Documents plus any approved additional compensation and the TPCG shall pay the Contractor within thirty (30) days after receipt of a properly executed invoice, and approval by the TPCG Public Works Department. The Contractor's invoice shall have attached a monthly report of all activities completed, complaints received and their disposition for the billing period. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

- 1.44.1 Additional Compensation for Pre-Authorized Services (Provided that they are beyond the routine services provided in Section 2 herein.):** Upon authorization by the TPCG of the Expanded Encephalitis Surveillance Protocol detailed in Section 2 , the Contractor shall be compensated at a lump sum fee for each month that services are provided. Typically, if the Expanded Encephalitis Surveillance Protocol is authorized, it is for a period of approximately eight (8) months, but may be for a period of a lesser or greater time. The cost shall be billed on a monthly basis, during expanded surveillance, as a separate line item on the invoice / bill. The TPCG reserves the right to cancel said approval at any time during the contract.
- 1.44.2** For all other services beyond the routine services provided in Section 2 herein, except for the Expanded Encephalitis Surveillance Protocol, the Contractor is entitled to additional compensation with prior written approval of the TPCG, at unit rates of services provided.
- 1.44.3** Contractor must give each separate mosquito borne disease outbreak or natural disaster a separate "Event Number" which can be used by the TPCG or other government agencies to track and verify the costs associated with each separate mosquito borne disease outbreak or natural disaster.
- 1.44.4** All reports and/or invoices associated with each separate mosquito born disease outbreak or natural disaster must include this event number.
- 1.44.5** Contractor shall keep separate records for all work associated with a mosquito borne disease outbreak or natural disaster. These records shall include, but not be limited to, all labor, larviciding activity, ground adulticiding, aerial spraying, maintenance work, complaint resolution, clerical work, inspections, education, surveillance, testing, etc. These records shall be made available for inspection by the TPCG or its representatives and shall be used for the purpose of generating the invoices for this work.
- 1.44.6** The Contractor agrees to provide the TPCG with back-up information to support all expenditures above and beyond the normal requirements of the original contract unless it is deemed proprietary business information.

**1.45 No Guarantee of Quantities**

The TPCG reserves the right to increase or decrease quantities at the unit price stated in the proposal. The TPCG shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

**1.46 TPCG Furnished Resources**

The TPCG shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the TPCG and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

**1.47 Termination of the Contract for Cause**

TPCG may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract provided that the Contractor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

**1.48 Termination of the Contract for Convenience**

The TPCG may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.49 Termination for Non-Appropriation of Funds**

The continuation of the contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

**1.50 Assignment**

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume the liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract.

#### **1.51 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.52 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by the Contractor to the TPCG, at the Contractor's expense, at termination or expiration of the contract.

#### **1.53 Entire Agreement / Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the TPCG, the proposal submitted by the Contractor in response to the TPCG's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **1.54 Contract Modifications**

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

#### **1.55 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the TPCG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any TPCG or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the TPCG's or Contractor's reasonable control, as the case may be, the TPCG or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **1.56 Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

#### **1.57 Claims or Controversies**

All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.58 Non-Collusion Affidavit**

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the

proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

#### **1.59 E-Verify**

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contracts, as evidenced by the attached affidavit (E-Verify).

#### **1.60 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### **1.61 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

#### **1.62 Prohibition of Discriminatory Boycotts of Israel**

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The TPCG reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.63 Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulators issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **1.64 Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**1.65 Energy Policy and Conservation Act**

Contractor recognizes the 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 (P.L. 94-163).

**1.66 Debarment and Suspension**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**1.67 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**1.68 Davis-Bacon Act**

Proposer acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

#### **1.69 Access to Records**

The Contractor agrees to provide the TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

#### **1.70 DHS Seal, Logo and Flags**

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

#### **1.71 Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.72 Compliance with Federal Law, Regulations, and Executive Orders**

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

#### **1.73 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **1.74 Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **1.75 Louisiana First Hiring Act**

Within 10 days from the date of Notice of Award, Proposer shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.



### ***1.76 Civil Rights Compliance***

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor 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 the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### ***1.77 Contract Work Hours and Safety Standards Act***

Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor 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 one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

### ***1.78 Rights to Inventions Made Under a Contract or Agreement***

Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

### ***1.79 Remedies for Breach***

Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for Contractor breaches of the contract terms and shall provide for such remedial actions as appropriate.

### ***1.80 Copeland "Anti-Kickback" Act***

Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### ***1.81 Warranties***

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.



## **PART II SCOPE OF WORK / SERVICES**

### **2.1. GENERAL**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified proposers who are interested in providing a comprehensive program of mosquito abatement through an integrated pest management approach as described in the official Louisiana Mosquito Control Association training manual, as well as inspection and surveillance to determine specific need and extent of control measures applied. The scope of work may include the following:

- Inspection / surveillance / control for mosquito larvae, adult mosquitoes including chemical, biological and physical control of disease vector and nuisance mosquitoes on a year round basis.
- Public education
- Complaint intake and resolution
- Efficacy testing
- Provide an office, laboratory and shop facility in Terrebonne Parish together with all necessary equipment and consumable chemicals necessary to provide full service
- Obtaining all necessary local, state and federal permits
- Expanded encephalitis surveillance and suppression services on an as-needed basis with preauthorization from the TPCG
- Natural and man-made disaster emergency mosquito abatement services on an as-needed basis with preauthorization from the TPCG

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

The Contractor shall furnish all necessary personnel, material, equipment, labor, supervision, facilities and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in this RFP. The Contractor will supervise and direct all work, workers and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures used. The Contractor will employ and maintain a qualified and accessible supervisor in the area of operation who shall have the full authority to act on behalf of the Contractor.

The Contractor must abide by and show proof of compliance of all applicable state and federal laws and regulations regarding the use of pesticides and container disposal. The required licensing with the Louisiana Department of Agriculture (Aerial Owner Operator; pilots with LA Dept. of Agriculture Aerial Pesticide Cat 11). All power equipment used to apply chemicals will be certified by the Louisiana Department of Agriculture. Any use of aircraft for mosquito control must conform to applicable rules and regulations for their use as set forth by the FAA. Contractor shall at all times maintain a full time staff member working within Terrebonne Parish certified in the 8D Category (Mosquito Control Supervisor) by the Louisiana Department of Agriculture. A copy of these certifications is to be submitted upon request and to the TPCG on a yearly basis.

All communications given to the supervisor in writing by the TPCG shall be binding. The name and telephone

number or the designated supervisor shall be provided to the TPCG within twenty-four (24) hours of the Notice to proceed for each work order directive issued.

### **Routine Services:**

#### **Inspection / Surveillance:**

- **Mosquito Larvae:**

Identify Sites: Inspectors must locate mosquito breeding sites in Terrebonne Parish and GPS map breeding sites using VCMS and Palm Pilots. Any additional sites suggested by or identified by the TPCG will also be mapped and monitored. Resulting data will be used in subsequent larviciding and adulticiding programs. In addition, Contractor will notify TPCG of mosquito breeding sites such as clogged ditches, which may need repair or other source reduction interventions.

Inspection: Mapped breeding sites which are permanent or semi-permanent sites (such as septic ditches) will be sampled as necessary or at most monthly during the peak season to monitor mosquito larval numbers and treatment effectiveness. Other, more temporary, sites such as floodwater areas will be inspected for mosquito breeding a few days after each heavy rain. Surveillance for mosquito larvae must be conducted using standard mosquito survey techniques. Sufficient dips with a standard mosquito dipper must be made to determine the larvae density in breeding sites. Records of such inspections will show larvae density as a series of ranges per dip. Resulting data will be used in determining larvicide and adulticide needs.

- **Mosquito Adults:**

Surveillance for adult mosquitoes will be conducted primarily through the use of standard Light Traps. A minimum of twenty (20) such traps will be operated three (3) times each week during the mosquito breeding season. This schedule may be reduced or suspended during periods of low temperatures provided the Contractor gives prior notice to the TPCG. Light trap collections will be identified and reported as to the number of males / females of each pest species collected per light trap per collection night.

- **Encephalitis Surveillance:**

Upon authorization by the Department of Public Works, Contractor agrees to conduct the Expanded Encephalitis Surveillance Protocol. In the event that mosquito borne viruses are no longer considered to be a threat by the TPCG, the TPCG, at its sole option, may unilaterally cancel the Expanded Encephalitis Surveillance Protocol.

NOTE: The description of larval and adult inspection and/or surveillance techniques provided herein is not intended to exclude additional techniques; rather it is intended to represent minimal efforts required.

### **Chemical Control:**

- **Adult Mosquito Control:**

Application of chemicals for adult mosquito control must be made by vehicle mounted Ultra Low Volume (ULV) sprayers, handheld ULV sprayers and/or aircraft equipped for ULV spraying. If aerial spraying is subcontracted, the subcontractor's name, address, phone numbers and other pertinent information shall be disclosed to the TPCG.

The spray vehicle must be equipped with a map and tracking system to report time, location, speed and direction of the vehicle, as well as indicating when the sprayer was actively spraying and when it was not spraying. All spray records, and time/direction, spray on/off data must be available for inspection by the TPCG Department of Public Works and/or his/her designee at any time.

The exact size of the acreages to be sprayed for control of adult mosquitoes must be determined by the extent and duration of the mosquito problem encountered, and the necessity to reduce their population to an acceptable level. **However, a minimum of three hundred seventy five thousand (375,000) acres and a maximum of four hundred fifty thousand (450,000) acres will be sprayed each calendar year. A Truck Night is the term used to define a spray assignment; seven (7) miles of adulticide spraying with a vehicle-mounted sprayer are equal to one (1) Truck Night.** Pesticides used are limited to those approved by Federal Environmental Protection Agency and must be applied in accordance with label directions. Pesticides may be diluted per label directions, but may not be applied at a rate lower than that prescribed on the label.

The calibration of all vehicle mounted ULV sprayers shall be checked prior to each use. This may be done either physically or by reviewing all daily paperwork detailing time sprayed and amount used. Droplet spectrum generation shall be determined routinely during the mosquito season through the use of an Ames DC-III computer driven device. Proof of calibration and droplet size is to be submitted to the TPCG Department of Public Works at any time upon request.

**Aerial application of insecticides for the control of adult mosquitoes must be made on a minimum of forty thousand (40,000) acres annually.** The Contractor will be required to furnish one (1) or more, as the situation may warrant, multi-engine aircraft to be used for ultra-low volume (ULV) application of insecticides, as required. The Contractor will be required to provide all aircraft, personnel (including pilots), equipment, fuel, oil, maintenance, landing and tie down fees, chemicals, and all other items required to successfully complete the application.

The aircraft utilized on this contract will be a multi-engine fixed wing aircraft with the capability of treating a minimum of 20,000 – 40,000 acres in one (1) evening. If more than 40,000 acres are in need of treatment in one evening, Contractor should have another aircraft available.

Any aircraft that will be assigned to this contract must have up to date Federal Aviation Administration (FAA) certification(s) and comply with all requirements of FAR Part 137, Agriculture Operation.

Any aircraft that will be assigned to this contract must have an aerial spray guidance system which will have the ability to process onboard meteorology accurately within less than one (1) knot; a two (2) degree vector or less than one (1) degree in temperature to be used for optimization in real time and detection of temperature inversion.

Any aircraft that will be assigned to this contract must be equipped with a ULV rotary atomizer spray system including nozzles that have been certified. The spray system shall have the capability of applying approved larvicides and adulticides within label rates, at various operating protocols (swath width, ground wind speeds, etc.).

Any aircraft that will be assigned to this contract must contain a GPS guidance system with gridline capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on all aerial spray missions.

Spray flight will be fifteen (15) to thirty (30) minutes after official sunset or at the TPCG's specified time and applications will be at an approximate altitude of three hundred (300) feet.

Any aircraft that will be assigned to this contract must be in good mechanical condition with one hundred (100) hour inspection and a current annual inspection or progression maintenance plan. Upon request by the TPCG, the aircraft logbook must be available for review. Contractor shall provide and maintain an accurate daily flight record and furnish the TPCG a copy upon request.

A pilot and co-pilot will be required (mandatory) on all TPCG flights. If only one (1) pilot is present, the intended flight will not be permitted, and the Contractor will not be compensated.

Pilots must be qualified and certified in accordance with the applicable Federal Aviation regulations (FAR 137) and capable of completing scheduled flight activities. Pilots should have a minimum of five hundred (500) logged and verifiable flight hours and a minimum of one hundred (100) logged and verifiable hours in aerial application of insecticide to control mosquitoes.

Pilots will meet all the requirements of the operator's certificate necessary for conducting operations specified in the contract and possess an appropriate medical certificate, as required by the FAR 137. Pilots shall possess a current first or second-class airman medical certificate. Contractor shall supply copies of each pilot's qualification, certification, and current license upon request.

Contractor must equip pilot and co-pilot with military grade night vision goggles (NVG). Proposer should provide a description of NVG equipment (make and model), pilot training program and certifications, NVG experience of each pilot and compliance with Code of Federal Regulations (CFR 14 FAR 61.31(k)). The cost of NVG will be borne by the Contractor. The TPCG will not pay for nor reimburse the Contractor for NVG's.

The Contractor will provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring insecticide to the aircraft in compliance with Federal Environmental Protection Agency (EPA), state and local agencies, as well as the ability to proactively contain any product spills.

The Contractor's aircraft and/or equipment must be calibrated to delivery the correct amount of insecticide and droplet size must comply with the insecticide label based on the operation parameters (swath width, airspeed, etc.).

The Contractor will be required to provide a copy of each aerial spray mission report, showing altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and flight path showing "spray on" areas. Reports should be submitted within forty-eight (48) hours after each application.

Said aircraft must meet all Federal Aviation Administration FAR 137.51 single engine requirement and other regulations for low level operations over congested areas and must be flown by a pilot and copilot equipped with military grade Night Vision Goggles (NVG). Copilot must be a qualified pilot licensed to operate the aircraft. The contractor must be able to provide multiple aircraft of the type described above.

The pilots shall determine any and all hazards and shall, if requested by the TPCG, fly each zone to be sprayed prior to the first application. Pilots are responsible for locating and avoiding navigation hazards such as radio towers, cell towers and high voltage power lines. The pilot in command is responsible for the safety of the aircraft, its occupants and cargo, and is responsible for the spraying of only the approved spray blocks.

- **Larval Mosquito Control:**

Breeding sites found positive for mosquito larvae must be treated with chemical or biological controls using best management practices. Pesticide application must be made using power and/or hand operated equipment suitable for the chemical being applied, and in a manner consistent with label recommendations. Only pesticide approved for such use by Federal and State authorities shall be used. A minimum of ten million (10,000,000) square feet to a maximum of forty million (40,000,000) square feet of surface water must be sprayed each calendar year.

As in the case of adult mosquito control, the exact amount of larviciding will be determined by the mosquito problem encountered. However, minimums described above must be met unless unusually low mosquito populations prevail. Should such conditions arise, a reduction in the amount of area sprayed will be allowed only at the discretion of the TPCG provided sufficient documentation of low mosquito populations is provided to the TPCG by the Contractor to justify said reduction, and provided that the TPCG is in agreement with said determination.

- **Encephalitis Suppression:**

Upon authorization by the TPCG Department of Public Works, Contractor shall conduct Expanded Transmission Suppression Protocol.

- **Biological Control:**

Natural control must be enhanced throughout the TPCG by the use of mosquito predator fish, *Gambusia affinis*, where appropriate. These may be used in natural and man-made water holding areas. In areas where the use of mosquito fish, is not advisable, but where larviciding is practical, application of naturally occurring bacteria, BTI, and other biological agents are encouraged to be used.

- **Efficacy Testing:**

Efficacy testing will be performed by making pre and post spray evaluations of the mosquito populations through the use of Traps and/or field cage testing (to see that the numbers are decreasing). Additionally, tests will be conducted using laboratory reared or field captured adult mosquitoes placed in cages and subjected to acceptable testing techniques that generate a susceptibility base line using Bottle Bio Assay testing. Both types of testing will be conducted once each calendar year on each chemical routinely used by the contractor in Terrebonne Parish to control mosquitoes.

- **Reporting:**

Contractor shall submit a weekly report to include, but not limited to, the following:

- Light trap counts by location, mosquito species and gender, and totals
- Adult Female Index by trap location, number of light traps nights, week total, average per night and average per week
- Weekly Activity Recap to include the following information by this week, month to date and year to date 1) adulticiding report to include number of truck nights, miles sprayed, and acres treated; 2) larviciding report to include square footage of area treated with biolarvicide 3) service requests received to include number of adulticiding requests, number of larviciding requests, number of swimming pools inspected, and number of sites treated with minnows
- Aerial Spray Report of acres sprayed

Contractor shall submit a monthly report of activities to include, but not limited to, the following:

- Brief narrative summary of general mosquito populations, viral activity and contractor's response. Any unusual conditions should be noted.
- Light trap counts by location, mosquito species and gender, and totals
- Adult Female Index by trap location, number trap nights, month total, average per night and average prior month
- Monthly Activity Recap to include the following information by this month, last month, and year to date 1) adulticiding report to include number of truck nights, miles sprayed, and acres treated; 2) larviciding report to include square footage of area treated with biolarvicide 3) service requests received to include number of adulticiding requests, number of larviciding requests, number of swimming pools inspected, and number of sites treated with minnows
- Aerial Spray Report of acres sprayed

Contractor shall submit an Annual Report on all of the above.

**Public Education Program:**

In an effort to educate our community of our mosquito control program and what citizens can do to eliminate mosquito breeding sites and protect themselves from mosquitoes, Contractor shall do the following on an as-needed basis as requested by the TPCG:

- Prepare, on an as needed basis, press releases, flyers and other written public information materials to be disseminated via distribution to media, civic associations, schools, as inserts in parish water bills and other by means. TPCG will cover costs of printing and postage.
- Prepare Public Service Announcements, and represent the TPCG mosquito program on radio / television broadcasts
- Conduct presentations at schools, civic association meetings as requested by the TPCG, on an as needed basis.

**Operations:**

Contractor to make examination based on current conditions. Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, conditions affecting the work to

be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed and provide updates to the TPCG on any changes to routine services.

**Holidays:**

The Contractor may elect to observe the same holidays as those observed by the TPCG by suspending services on these days providing that critical tasks must be performed as necessary. If there is an excessive mosquito hatch, spray operations will be extended to weekends and holidays, if necessary.

**Complaints:**

All complaints shall be made directly to the Contractor or shall be forwarded to the Contractor by the TPCG, and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours, weather permitting, excluding weekends and holidays.

It shall be the duty of the Contractor to investigate each complaint and take whatever steps that may be necessary to remedy the cause of the complaint, including treatment, recommendation to property owner and/or recommendation to the TPCG. The TPCG shall provide to the Contractor a list of complaints received by the TPCG each day. The Contractor may obtain this list from the TPCG each day either by telephone, e-mail, fax and / or personal visit to the TPCG.

**Program Equipment:**

The Contractor shall provide a minimum of five (5) spray trucks for mosquito control services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the TPCG, at all times. Each vehicle shall appropriate spill kits and safety equipment and have clearly visible on each side the identity of the Contractor.

The trucks and movable equipment to be used for this contract shall be marked with identification numbers that are different for each truck.

The numbers shall be shown clearly on each of side of every truck. Each individual digit of the number shall be at least three (3) inches high and two (2) inches wide and shall be clearly readable. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the company dispatcher.

Spray vehicle equipment used to apply chemicals shall be certified by the Louisiana Department of Agriculture. Any use of aircraft for mosquito control must conform to applicable rules and regulations for their use as set forth by the FAA.

**Office:**

The Proposer shall maintain an office, chemical mixing facility and shop in Terrebonne Parish as long as it continues to operate the TPCG mosquito control program and shall designate such office as the place to which all notices, directions, orders, requests and complaints shall be mailed, served or delivered under this contract. The TPCG shall be notified of the location of said office or of any changes thereof. The contractor must have a local telephone number that is published and through which he/she can be contacted by the residents of Terrebonne Parish between the hours of 8:00 am to 4:30 pm Monday through Friday, excluding holidays defined herein. If there is an excessive mosquito hatch, spray operations will be extended to weekends and holidays if necessary.

**Point of Contact:**

All dealings, contacts, etc. between contractor and TPCG shall be directed by the Proposer to the TPCG Director of Public Works or designee and by the TPCG to the Proposer's / Contractor's Manager. The cellular telephone number of the Proposer's / Contractor's Manager shall be provided to the TPCG and shall be



available twenty-four (24) hours, seven (7) days / week for emergency calls.

**Transferability of Contract:**

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the TPCG. In the event of any assignment, the assignee shall assume the liability of the Contractor. This assignment shall include the sale of more than twenty-five percent (25%) of the ownership of the Contractor.

**Breach of Service / Penalties:**

As a breach of the service provided by this contract would cause serious and substantial damages to the TPCG and its occupants, and the nature of this contract would render it impractical or extremely difficult to fix the actual damage sustained by the TPCG by such breach, it is agreed that in case of breach of contract and/or service the TPCG may elect to collect liquidated damages as specified below and not as a penalty, the amount set forth below, such sums being agreed as to the amount which the TPCG will be damaged by the breach of such service. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the TPCG may have as to any subsequent breach of service under this contract:

- Supervisor employed without a certification: \$100.00 per day fine for every day employed.
- Failure to perform duties required on holidays (i.e. surveillance work): \$100.00 per violation
- Failure to attempt to satisfactorily resolve citizen's complaints within two (2) work days: \$100.00 per violation

Such liquidated damages as the TPCG shall elect to collect will be deducted from the monthly payments due to the Contractor.

If the Contractor fails to provide the mosquito control services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of civil disturbance or an Act of God beyond anyone's control, the TPCG may take the following actions:

- Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.
- Deduct any and all operating expenses incurred by the TPCG from any money then due or to become due to the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor.
- If the Contractor is unable, for any cause, to assume performance at the end of three (3) days, all liability of the TPCG to the Contractor under this agreement shall cease and the TPCG shall be free to negotiate with other Contractors for the operation of said mosquito control services and/or take the actions provided below for bankruptcy, default, or breach of contract. Such actions shall not
- Release the Contractor herein of his / her liability to the TPCG for such breach of agreement.
- In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the TPCG.
- All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should contractor fail to perform any of his contractual obligations the TPCG may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.



**Services Provided on an As Needed Basis as Directed by TPCG:**

Emergency response to natural or man made disasters such as hurricanes:

- Contractor must provide a list of Essential Duty Personnel (EDP) along with their telephone numbers and assure the availability of personnel and equipment to respond to potential mosquito problems following a major hurricane and respond as noted:

Post disaster services performed to address disaster related mosquito activity must be pre-authorized by the TPCG if said services are beyond the routine services specified herein.

Prior to landfall of major hurricanes (category 3, 4 or 5) or a slow moving hurricane of category 1 or 2 in the vicinity of Terrebonne Parish or an event having a major flooding potential in Terrebonne Parish or a natural and/or man made disaster affecting Terrebonne Parish the following procedure will be in effect for mosquito abatement personnel and equipment: hurricane has developed in the Atlantic Ocean, Caribbean Sea, or the Gulf of Mexico with a projected landfall within five (5) days, and Terrebonne Parish has a ten percent (10%) or greater chance of being struck by the storm or notification that another potential disaster as described above is likely to effect Terrebonne Parish. Contractor's EDP will be notified to pay close attention to news of the storm or other potential disasters and to begin preliminary preparations to evacuate their families and pets. TPCG will provide photo identification for all essential personnel which will serve as a permit to re-enter Terrebonne Parish following the storm.

**Stage II (Landfall + 4 days):** When the storm or other described potential disasters as described above is within four (4) days of projected landfall, the contractor will fill eight (8) fifty-five (55) gallon drums with insecticide for use by ULV sprayers. This is sufficient chemical for 11 – 14 nights of spraying for adult mosquitoes. Four (4) of these drums will be secured in each of two (2) pickup trucks. At this time, all vehicles and sprayers will be filled with fuel; sprayers will also be filled with mixed insecticide. Aircraft used for mosquito abatement will be relocated beyond the anticipated landfall area.

**Stage III (Landfall + 3 days):** Should the storm or other described disasters continue to be classed as a category 3 or greater, and Terrebonne Parish has a fifteen percent (15%) or greater chance of being struck, the contractor will alert their suppliers that a premixed permethrin product would be needed should the storm destroy their mixing facility. This will give them sufficient time to formulate and prepare the product and/or products for shipping. An alert will also be given that additional supplies of larviciding materials will be needed.

The Contractor shall move five (5) pickup trucks to elevated sites as directed by the TPCG Department of Public Works. No vehicles will be parked on a rooftop and all windows will be partially opened. The designated supervisory employee of the Contractor shall have the keys to these vehicles on his / her person. Each vehicle will be equipped with a ULV sprayer or drummed chemical and larviciding concentrate. The two (2) vehicles carrying drummed chemicals will also carry larviciding rigs. All chemical containers will be secured by padlock or drum lock. When all vehicles have been secured, essential personnel will be released from duty and instructed to evacuate with their families.

**Stage IV (Landfall + 2 days):** The designated supervisory employee of the Contractor will remain in contact with evacuated personnel (if possible) throughout the storm and direct them to return to Terrebonne Parish when conditions are favorable for them to return. Evaluation and response to the mosquito problem will begin upon their return. The Contractor will report to TPCG designated

personnel on work being performed every two (2) to three (3) days via whatever means are practical. Contact between supervisors and employees will be maintained through land based phone lines, wireless phones or text messaging. Should all forms of communication fail, employees will have been instructed to report to one or more predetermined sites within three (3) days after the storm has made landfall. With regard to fuel for use in mosquito problem responses during this period, **TPCG will supply fuel, should fuel be unavailable from normal sources.**

**Expanded Encephalitis Surveillance:**

Contractor shall provide surveillance for the mosquito borne viruses of St. Louis Encephalitis (SLE) and West Nile (WN) as needed upon directive from the TPCG. The potential public health impact of an encephalitis virus shall warrant an increase in surveillance and an acute proactive attitude. The TPCG has opted to authorize expanded encephalitis surveillance in recent years as described herein. Should the current conditions indicate that the expanded surveillance program is not needed the TPCG will not authorize the services described herein.

Since most of these viruses enter a geographic area via infected birds, it is impossible to completely avert their arrival. Also, as noted by the Center of Disease Control (CDC), "Given the limited understanding of the ecology and epidemiology of the WN virus in the United States, the sporadic nature of the occurrence of arboviral encephalitis, and the limitations of prevention methods, it is expected that prevention and control measures, no matter how intensive, cannot prevent all WN virus infections in humans." Much of what is expressed by CDC regarding WN is directly applicable to SLE as indicated by their statement "..... epidemiologically, clinically, and in terms of prevention and control methods, the differences between these two viruses generally are subtle and largely academic." (Source: Epidemic / Epizootic West Nile Virus in the United States: Revised Guidelines for Surveillance, Prevention and Control. Workshop Held in Charlotte, North Carolina, April 2001).

The plan required herein is in keeping with long standing virus monitoring efforts and contains provisions for a multi-level approach to surveillance of suspected vectors. The plan has been submitted to and acknowledged by the Louisiana Department of Health and Hospitals (DHH) as being a very thorough and effective means of surveillance for mosquito borne diseases in this area. Since a very and thorough and effective means of surveillance for mosquito borne diseases in this area is needed. Since SLE and WN are the two viruses most likely to cause the greatest problems, particular attention shall be paid to the prime vector, *Culex quinquefasciatus* (the Southern House Mosquito) and the potential vector, *Aedes albopictus* (the Asian Tiger). ***The term vector for the purpose of this document shall reference the Southern House Mosquito and the Asian Tiger.*** While the Asian Tiger has been shown to be a potential vector of WN in the laboratory, it has not been implicated in an actual transmission in nature. Nevertheless, both mosquito species will be targeted by this plan. Surveillance must be divided into three (3) major categories: Inspection, Sampling and Efficacy Testing (Spray Effectiveness) and must begin the first day of March, provided this is a free service provided by the Louisiana Department of Animal Disease Diagnostic Laboratory (ADDL). Otherwise, mosquito testing shall commence on the first day of May and end on the last day of October each year unless otherwise directed.

Since the plan involves the testing of both blood and mosquito samples, it is acknowledged that the Louisiana Department of Animal Disease Diagnostic Laboratory (ADDL) is the sole laboratory within the State of Louisiana which is able to provide analysis of these samples. Due to the limitation of service providers for the testing of the blood and mosquito samples, the Contractor shall not be liable to the TPCG and/or any other party as a result of:

- Failure of the ADDL to timely and/or notify and/or to give notification to the Contractor of the results of any and/or all blood and/or mosquito samples sent to its laboratory for testing.
- The negligent act(s) and/or failure(s) of ADDL to properly analyze any and/or all of the blood and/or mosquito samples as to the testing for encephalitis. It is specifically understood and agreed that Contractor shall have no obligation to verify and/or substantiate the testing procedures used by the ADDL and/or to verify any of its results.

ADDL is a state facility that provides the evaluation of the blood samples of mosquito samples at no cost to the Contractor and/or the TPCG. In the event that any such charge and/or fee becomes a condition for the evaluation of said samples, then in such event, any

and/or all said charges and/or fees shall be borne by the TPCG, which shall pay said charges directly to the ADDL and/or such other processing agency.

In the event that ADDL ceases to provide blood sample and/or mosquito evaluation, it shall be the responsibility of the TPCG to locate another facility to provide these services. The TPCG shall also, save, protect, defend and hold Contractor harmless for any claims and/or fines and/or interests and/or payment of such charges and/or fees for blood and/or mosquito samples submitted to the ADDL on behalf of the TPCG by the Contractor. Contractor will continue to collect mosquito samples, analyze at Contractor's laboratory and provide quantitative data on the vector mosquito population and the presence of encephalitis viruses.

Prior to submitting any blood samples and/or mosquito samples to the ADDL or any other laboratory for evaluation, Contractor shall advise the parish in writing of any new fee and/or charge associated with said evaluation. The TPCG shall have five (5) working days from the date of written notice of the intended fee and/or charge to advise the Contractor in writing whether or not the TPCG agrees to pay said additional fees and/or charges. In the event the Contractor does not receive a response within the aforesaid time period from the TPCG, it shall be conclusively deemed by the parties that the TPCG declines to incur said additional charges and/or fees. The TPCG reserves the right to identify a resource other than ADDL to perform the evaluation of the blood and/or mosquito samples of WN and SLE. The Contractor shall test in its own laboratory for the presence of WN and SLE using mosquito pools.

#### **Southern House Mosquito Inspection:**

Work will center on habitats typical of this insect including: septic roadside ditches, catch basins and artificial containers.

- **Septic Roadside Ditches:** Septic roadside ditches will be revisited monthly during the peak season or as frequently necessary throughout the mosquito season to locate specific ditch sites that are actively breeding.
- **Catch Basins:** The area and frequency of inspection of storm water catch basins will be determined by the adult vector population as indicated by Gravid Traps. Therefore, any such basin containing water will be considered to be positive for mosquito breeding when they are located within one (1) to five (5) city blocks of a Gravid Trap location that indicates a critical vector mosquito level.

The area and frequency of inspection of storm water catch basins will be determined by the adult vector population as indicated by Gravid Traps and CDC Traps. Said efforts will be initiated when the

adult vector population reaches the Critical Level of one hundred (100) Southern House Mosquitoes or fifty (50) Asian Tigers collected by a Gravid Trap in a twelve (12) to twenty-four (24) hour trapping period when baited with a mixture of water and emulsified fish oil.

These are population levels considered critical by the Center Disease Control (Source: Statement by Dr. H. Savage of CDC while making recommendations for the control of SLE in Ouachita Parish, Louisiana 2001).

- **Artificial Containers:** Sanitation enacted around the home and workplace by residents is the only solution to the control of container breeding mosquitoes. We shall solicit the help of residents by distributing pamphlets through vendors, door hangers on individual homes and other means of communication in response to a confirmed case of a mosquito borne disease in a human or mosquito.

#### **Gravid Trap Sampling:**

The Gravid Trap is a sampling device designed to attract female mosquitoes that have already had a blood meal. Contractor will use twelve (12) Gravid Traps to schedule forty-eight (48) collections each month. Specimens will be collected, identified, and numbers will be tracked as to date and location(s) to plot trends. Increasing *Culex quinquefasciatus* numbers generally mean higher risk for WN and SLE transmission and additional spraying may be needed in areas showing populations increases. In addition to providing population data, *C. quinquefasciatus* specimens may be frozen and subsequently tested for SLE and WN virus by the state ADDL and/or in-house testing.

#### **Arbovirus Surveillance:**

Surveillance for arboviruses may be conducted in two different ways – sentinel chickens (testing chicken bloods for evidence of antibodies) and/or the mosquito-based method (checking mosquitoes for evidence of the viruses themselves). Proposals will be considered containing either one, provided that adequate coverage of Terrebonne Parish is clearly specified and justified. For example, mosquito-based testing may be proposed because it is more flexible in a changing epidemic situation.

- **Mosquito Testing:** Mosquitoes collected in gravid traps (as described above – minimum forty-eight (48) collections per month) will be tested for arboviruses such as WN and SLE. Testing of mosquito pools (batches) may be done in-house (e.g. Vec-test) or subcontracted out. All such testing must have a rapid turn around for results so that appropriate mosquito control interventions can be made. Testing must begin the first day of March, provided this is a free service provided by the ADDL. Otherwise, mosquito testing should commence on the first day of May, and end the last day of October each year unless otherwise noted.

#### **Efficacy Testing:**

Efficacy testing will be performed by making pre and post spray evaluations of the free vector mosquito populations through the use of Gravid Traps (to see that the numbers are decreasing). Additionally, tests will be conducted using laboratory reared or field captured adult mosquitoes placed in cages and subjected to acceptable testing techniques that generate a susceptibility baseline as a reference point for further testing. Both types of testing will be conducted once each calendar year on each chemical routinely used by the Contractor in Terrebonne Parish to control mosquitoes.

**Expanded Transmission Suppression:**

Upon notification to the Contractor by the Louisiana Department of Health and Hospitals (DHH) and/or the Louisiana Department of Animal Disease Diagnostic Laboratory (ADDL), and/or the Department of Epidemiology or other responsible state agency that a person within Terrebonne Parish has been diagnosed with mosquito borne encephalitis and there is a likelihood that this person contracted such while within said area, or notification has been given of a mosquito sample submitted by the Contractor is positive for encephalitis, or notification that a blood specimen collected by the Contractor in the referenced area, the Contractor shall notify the TPCG of the confirmation, and upon authorization from the TPCG enact a transmission suppression plan in accordance with the protocol outlined herein.

- In the absence of conflicting information, the home of the infected person or trapping site location will serve as the epicenter from which inspection, sampling and control efforts will radiate.
- Personnel will be assigned to inspect the immediate area surrounding the epicenter and to continue outward for an approximate one (1) to five (5) city block area depending upon the geographic location, the topography and the surrounding conditions. The purpose of the search will be to locate vector mosquito (the Southern House Mosquito and/or the Asian Tiger) breeding sites. Once located, the larvae will be addressed by releasing Mosquito Fish, if that is feasible, or treating with biolarvicide, if that is feasible.
- While the exact address of the infected person, or trapping site, or location will not be divulged, residents in the area will be made that there is a heightened potential for encephalitis infection in their neighborhood and that personal protection and yard sanitation is required. This will be done by personal contact with residents and/or distributing informative literature within a one (1) to five (5) city block radius of the epicenter.
- Gravid Traps will be used to sample adult mosquito population in a one (1) to five (5) city block area radiating from the epicenter. The number of mosquitoes collected will serve to quantify the adult population and provide specimens to be submitted to the ADDL for testing and/or tested in-house.
- During the evening hours, truck mounted sprayers will be assigned to spray the area radiating from the epicenter in an effort to reduce the vector population below the critical level as noted. The efficacy of this operation will be determined through the use of Gravid Traps. Specimens collected will be submitted to the ADDL for testing and/or tested in house. If the reduction is not accomplished after three (3) nights of truck spraying, aerial spraying will be considered as a supplement to the ground spraying efforts.

The TPCG recognizes that it is not possible for the Contractor to warrant or guaranty that by utilizing the surveillance and/or the mosquito control services delineated herein for the Contractor to eradicate any and/or all mosquitoes which may come within Terrebonne Parish and/or which are bred within Terrebonne Parish and which carry one or more virus, and/or other mosquito transmitted disease which may be injurious to the health of one or more residents of Terrebonne Parish and/or any persons temporarily within Terrebonne Parish and/or any animal in Terrebonne Parish.

**Services above Normal Scope of Services:**

The TPCG may authorize work herein described at service levels above those established herein on an as-needed basis. Compensation shall be in accordance with executed contract.

**Reporting Requirements for Services Authorized in this Section:**

Contractor must give each separate mosquito borne disease outbreak, natural disaster and service provided by authorization that is beyond the normal requirements of the services detailed herein assigned a separate "Event Number" which can be used by the TPCG or other government agencies to track and verify the costs associated with each separate mosquito borne disease outbreak, natural disaster or other expanded service. All reports and/or invoices associated with each separate mosquito borne disease outbreak, natural disaster or other authorized expanded service must include this event number.

Contractor shall keep separate records for all work associated with a mosquito borne disease outbreak, natural disaster or other authorized expanded service. These records shall include, but no to be limited to, all labor, larviciding activity, ground adulticiding, aerial spraying, maintenance work, complaint resolution, clerical work, inspections, education, surveillance, testing, etc. These records shall be made available for inspection by the TPCG or its representatives and shall be used for the purpose of generating the invoices for this work.

Contractor agrees to provide the TPCG with back-up information to support expenditures above and beyond the routing services detailed herein.

## **PART III EVALUATION**

### **3.1 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the TPCG Evaluation Committee for the purpose of selecting the Proposer with whom the TPCG shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Background and Experience	0 - 30
Capacity to Perform	0 – 40
Cost	0 – 30
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the TPCG, not on the basis of what may be inferred. Recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

### **3.2 Financial Proposal**

Prices proposed by the Proposer shall be submitted and prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

**“B”**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS  
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

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 bid. TPCG (Terrebonne Parish Consolidated Government)

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or 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: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.
4. Aviation: \$1,000,000 per occurrence with a \$2,000,000 annual aggregate Aircraft Third Party Liability insurance limit for bodily injury and property damage; including \$1,000,000 per occurrence with a \$1,000,000 annual aggregate Chemical Application Liability insurance endorsement for bodily injury and property damage from covered chemical applications.
5. 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 TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, 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; Automobile Liability; Aircraft Liability and Contractors Pollution Liability Coverage:

- a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insured” 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 TPCG, its officers, officials, employees or volunteers.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, 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.
- d. The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG.

##### 2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor’s employees (whether direct employees or statutory employees of the contractor) when any of the contractor’s employees are doing work and/or providing service under this agreement.

##### 3. All Coverage’s

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

#### E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Assigned Risk Pool or Louisiana Workers’ Compensation Corporation.

#### F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. 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 TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

**G. SUBCONTRACTORS**

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

## EXHIBIT A

### PRICE PROPOSAL FORM

TO: Terrebonne Parish Consolidated Government

Proposal of \_\_\_\_\_

\_\_\_\_\_, a corporation duly organized under the laws of the

State of \_\_\_\_\_.

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for a Mosquito Control Program for the Terrebonne Parish Consolidated Government, does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

1. **Monthly Lump Sum Cost** (to be provided 12 months / year) for routine inspection, surveillance, larval and adult mosquito control, public education and complaint intake and resolution detailed in Section 2

\$\_\_\_\_\_ per month

2. **Monthly Lump Sum Cost** (to be provided as needed, per the authorization of the Public Works Director) for Expanded Encephalitis Surveillance Protocol detailed in Section 2.

\$\_\_\_\_\_ per month

3. **Unit Cost** for Expanded Transmission Suppression Protocol as detailed in Section 2 for emergency services in response to natural or man-made disaster as detailed in Section 2, and for services provided beyond the scope of routine services:

**Larviciding:** Contractor shall charge the TPCG \$\_\_\_\_\_ per square foot which includes all labor, chemicals, equipment and materials for every square foot of Terrebonne Parish that is larvicided.

**Truck Mounted Adult Mosquito Spraying:** \$\_\_\_\_\_ per truck assignment which includes all labor, chemicals, equipment and materials.

**Aerial Adult Mosquito Spraying:** Contractor shall charge the TPCG \$\_\_\_\_\_ per acre which includes all labor, chemicals, equipment and materials for every acre of Terrebonne Parish that is sprayed by plane.

**BY: CONTRACTOR** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**PRINCIPAL OFFICE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

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

**TELEPHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

Proposers must acknowledge all addenda. The Proposer acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Proposer is acknowledging) \_\_\_\_\_  
\_\_\_\_\_.

**AFFIDAVIT  
VERIFICATION OF CITIZENSHIP**

**BEFORE ME**, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

\_\_\_\_\_  
(name)

who after being first duly sworn, deposed and said that:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(title) (company)

2. I swear that \_\_\_\_\_ is registered and participates in a status verification system  
(company)  
to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if \_\_\_\_\_ is awarded the contract, it shall continue, during the  
(company)  
term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that \_\_\_\_\_ shall require all subcontractors to  
(company)  
Submit to \_\_\_\_\_ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of  
(company)  
the Affidavit.

\_\_\_\_\_  
Name:  
Title:  
Company:

**Sworn to and subscribed before me** at Houma, Louisiana,  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_

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

\_\_\_\_\_, Being first duly sworn deposes and says:  
that he is \_\_\_\_\_  
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or Proposal, that such proposal or Proposal is genuine and not conspired, connived or agreed, said Proposers has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the Proposal price of affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Proposers, or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed Contract; and that statements in said proposal or Proposal are true.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: \_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_,  
2024

\_\_\_\_\_  
Notary Public

## INDEMNIFICATION AGREEMENT

\_\_\_\_\_ agrees to defend, indemnify, save and hold  
Contractor/Subcontractor/Lessee/Supplier

harmless the Terrebonne Parish Consolidated Government their officers, , elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) 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 arise out of the \_\_\_\_\_ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. \_\_\_\_\_ agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier

such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

Accepted By: \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is Insurance Certificate Attached? \_\_\_\_\_

Purpose of Contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



### CERTIFICATION REGARDING LOBBYING

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

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

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date