

REQUEST FOR PROPOSALS (RFP) FOR THE
Town of Welsh, LA

PROJECT NAME: Emergency Power Generators
PROJECT NUMBER: 4559-0070/4559-0072

February 2026

OWNER:
Town of Welsh
112 South Adams Street
PO Box 786
Welsh, Louisiana 70591
334-734-2231
www.townofwelsh.com

Submission Deadline: Friday, March 13, 2026 – 11:00 AM CST

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PROJECT OVERVIEW

FOR: Town of Welsh, LA (OWNER)

PROJECT NAME: Emergency Power Generators

PROJECT # 4559-0070/4559-0072

The Town of Welsh, LA (Town) invites qualified firms (Respondent) to submit proposals to supply and install emergency power generators for critical infrastructure within the Town. This project will be funded in whole or in part with federal grant funds; all applicable federal, state, and local laws, regulations, and requirements will apply to any contract awarded as a result of this solicitation.

Project 4559-0070 will purchase and provide two (2) 70kW trailer-mounted, diesel-powered portable generators to supply emergency power to the nine (9) secondary lift stations in Town and will purchase and install manual transfer switches and quick connects at each lift station. Contractor will be responsible for all necessary electrical connections and permits.

Project 4559-0070 Budget:

- Federal Share: \$349,610
- Local Share: \$0
- Total Project Cost: \$349,610

Project 4559-0072 will purchase and install one fixed 230kW diesel-powered generator with an automatic transfer switch and fuel tank at the Town's main lift station, the West Grove Street Main Lift Station, including hurricane-rated protective housing and an elevated concrete pad. Contractor will be responsible for all necessary electrical connections and permits.

Project 4559-0070 Budget:

- Federal Share: \$220,950
- Local Share: \$0
- Total Project Cost: \$220,950

Vendors may bid on one or both projects listed above; however, preference will be given to vendors that provide proposals for both projects.

RFP SCHEDULE

<u>Milestone</u>	<u>Date</u>
RFP Advertisement	February 13, 2026
Question Submission Deadline	February 23, 2026
Publication of Addenda/Responses	February 25, 2026
Submission Deadline	March 13, 2026 – 1100AM CST
Evaluation Period	March 16 – April 03, 2026
Selection of Vendor (Tentative)	April 06, 2026
Contract Award & Notice to Proceed	April 07-17, 2026
Project Completion Date	September 30, 2026

RFP SUBMITALLS:

Proposals must be emailed to renee@townofwelsh.com. Submittals must be submitted by the date and time listed on the RFQ Schedule. Digital submittals shall be in PDF format. The Town is not responsible for issues with delivery. All cover letters and subject of all emails shall include project number. Submittals must include all required documents contained in this package, completed in full, particularly those listed under “Documents Required with Submittal” in the Table of Contents.

WRITTEN INQUIRIES:

All questions shall be written and emailed to: kgeorge@dcmcpartners.com. Responses to written inquiries and/or addenda(s) will be published on the Town’s website: townofwelsh.com by the date and time listed on the Schedule and will be considered part of the original RFP.

QUALIFIED SUBMITTALS:

Only submittals that meet all of the requirements of this RFP and submitted by the date and time listed on the Schedule will be considered valid and accepted. This includes signing all necessary documents in the RFP as well as any attachments.

PREPROPOSAL MEETING

There will be no pre-proposal meeting for this RFP.

EQUAL OPPORTUNITY

The Town encourages Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), and Section 3 eligible businesses to submit proposals.

SCOPE OF SERVICES

PROJECT SUMMARY:

The selected vendor(s) will provide all necessary emergency power equipment and required equipment protection for critical infrastructure within the Town of Welsh.

PROJECT DETAILS:

Project 4559-0070 will purchase and provide two (2) 70kW trailer-mounted, diesel-powered portable generators to supply emergency power to the nine (9) secondary lift stations in Town and will purchase and install manual transfer switches and quick connects at each lift station. Contractor will be responsible for all necessary electrical connections and permits.

Project 4559-0070 Budget:

- Federal Share: \$349,610
- Local Share: \$0
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Project 4559-0072 will purchase and install one fixed 230kW generator with an automatic transfer switch at the Town's main lift station, the West Grove Street Main Lift Station, including hurricane-rated protective housing and an elevated concrete pad. Contractor will be responsible for all necessary electrical connections and permits.

Project 4559-0070 Budget:

- Federal Share: \$220,950
- Local Share: \$0
- Total Project Cost: \$220,950

Currently, all work must be completed **no later than September 30, 2026**. Vendors should include a proposed, realistic project schedule with their submission, showing major milestones, lead times, and anticipated work completion date(s).

Vendors may bid on one or both projects listed above; however, preference will be given to vendors that provide proposals for both projects.

It is the intention of the Town to issue one contract per vendor; however, Contractor(s) must invoice projects separately.

PROPOSAL REQUIREMENTS

Proposals must include:

- Cover letter and statement of interest
- Company overview and experience
- Project understand and approach, including proposed timeline for project completion
- Proposed project team
- Relevant project experience (include references here)
- Cost proposal
- Required documents signed and supporting documentation

Note: Ensure proposals fully address all items listed below in Evaluation Criteria.

EVALUATION CRITERIA

Proposals will be evaluated and ranked by members of a selection committee, based on the following criteria:

30% Relevant Experience – Information regarding the firm's experience with similar projects previously undertaken, experience with the specified project activities to be undertaken, including previous planning initiatives with public engagement.

50% Cost Proposal – Cost proposal including all stated and necessary components that represents the best value to the Town.

20% Consultant's Ratings and/or Past Performance – Town will consider the past performance of consultants on similar projects in nearby or similar areas.

The highest scoring firm(s) will be selected for a contract.

There is no minimum or maximum page requirement for this RFP. However, respondents are strongly encouraged to provide sufficient detail to fully demonstrate qualifications and relevant experience without including unnecessary or unrelated information. Submissions should be clear, focused, and concise.

All supporting documentation (such as licenses) should be included in the appendices rather than in the main body of the proposal.

ADDITIONAL TERMS AND CONDITIONS

APPROPRIATION OF FUNDS:

The Town has budgeted a specific amount of funds for this project. If those funds are exhausted, the selected Contractor's sole remedy will be to suspend or terminate work under this contract. The Contractor will have no other legal or equitable claims against the Town and no right to damages of any kind.

TERMINATION FOR CAUSE:

The Town reserves the right to terminate this contract for cause if any of the following occurs:

- The Contractor fails to perform in accordance with the specifications.
- The Contractor violates any provision of the specifications.
- The Contractor disregards any applicable laws or regulations.
- The Contractor transfers or assigns any part of its obligations without written consent from the Town.

If one or more of these events occur, the Town may terminate the contract by providing the Contractor with seven (7) days' written notice. In such a case, the Contractor will only be entitled to payment for work performed and accepted prior to the termination date. The Contractor will not be entitled to payment for lost profits, anticipated revenue, or any other economic loss related to the termination.

Termination for cause does not limit any other rights or remedies the Town may have now or in the future.

TERMINATION FOR CONVIENCE:

The Town also reserves the right to terminate this contract, for any reason and at any time, by providing thirty (30) days' written notice. In such a case, the Contractor may be paid for services actually performed prior to the termination date, provided those services are satisfactory.

COST OF PREPARATION:

Costs of preparation of a response to this request are solely those of the Respondent including but not limited to any expenses incurred for interviews, presentations or negotiations. Town assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Town assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

CONFIDENTIALITY DURING EVALUATION PROCESS:

All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.

SAM REGISTRATION:

All Respondents may be required to register, or have an active registration, with the System for Award Management (SAM). Registration is free. SAM is the official registration required to do business with the federal government, including local governments who receive federal funds. Registration is completed through the SAM website: <https://sam.gov/SAM>.

FINANCIAL RESPONSIBILITY:

- A. Insurance – The Respondent, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies and in such amounts (unless otherwise specified in the Scope of Services) as Town may require, naming itself as the additional insured. Insurance coverage shall be on an 'occurrence basis'.
 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Louisiana;
 2. Commercial General Liability insurance for at least one million dollars (\$1,000,000) on a per occurrence basis, with a two million dollar (\$2,000,000) aggregate Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned, or hired automobiles to be used by the contractor, with coverage at least the minimum required by the State of Louisiana; and
 4. Professional Liability, Errors, and Omissions in an amount to be determined in the Scope of Services.
- B. Indemnification – In accordance with the laws of the State of Louisiana, the Contractor agrees to indemnify, save, and hold harmless Town, its employees, officials, and agents from any and all claims, actions, damages, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, Town will provide the Contractor with timely notice of such claim, dispute, or notice. Thereafter, the Contractor shall at its own expense, faithfully and completely defend and protect Town against any and all liabilities arising from this claim, cause of action, or notice.

1. Indemnity for intellectual property – Respondent hereby warrants that the use or sale of the products, materials, and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Respondent agrees to indemnify and hold harmless Town for any and all costs, expenses, judgements, and damages which Town may have to pay or incur.

REJECTION OF RESPONSES:

Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Town Council.

POST BID DOCUMENTS:

The respondent selected by this RFP process and approved by the Town Council Members will receive a Notice of Award. All post-bid documents will be executed within ten (10) days from the date of the delivery of the Notice of Award. As per La. R.S. 38:2212, Town can reject any bid not in compliance with these said provisions and requirements.

NO INTENT TO SUBMIT

If your firm has elected not to submit a proposal or qualifications for this procurement, please complete and submit this form.

Please check all that apply:

- Do not provide the goods or services required
- Cannot be competitive
- Cannot meet the specifications highlighted in the attached request
- Project or job is too large
- Project or job is too small
- Do not wish to do business with Town
- Cannot provide required insurance
- Cannot provide required bonding
- Cannot comply with required indemnification
- Other: _____

Authorized officer name: _____

Company official name: _____

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

TOWN OF WELSH

Before me, the undersigned authority, duly commissioned and qualified within and for the State, Parish, and Town aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

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

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY

ATTESTATIONS AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

TOWN OF WELSH

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

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
 - (a) Public bribery (R.S. 14:118)
 - (b) Corrupt influencing (R.S. 14:120)
 - (c) Extortion (R.S. 14:66)
 - (d) Money laundering (R.S. 14:230)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
 - (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S. 14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 Verification of Employees

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

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

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

NAME OF BIDDER:

NAME OF AUTHORIZED SIGNATORY:

DATE

TITLE OF AUTHORIZED SIGNATORY:

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20____.

Notary Public

END ATTESTATIONS AFFIDAVIT

NEPOTISM STATEMENT

The Respondent or any officer, if the Respondent is other than an individual, shall disclose whether Respondent has a relationship, either by blood or marriage, with any official or employee of Town of Welsh by completing the following:

If Respondent is an individual:

- I am not related by blood or marriage to any official or employee of Town of Welsh.
- I am related by blood or marriage to the following official(s) or employee(s) of Town of Welsh:

Name of Town of Welsh official or employee: _____
Relationship: _____

If Respondent is not an individual:

- The officers of the company submitting these Qualifications are not related by blood or marriage to any official or employee of Town of Welsh.
- The officers of the company submitting these Qualifications are related by blood or marriage to the following official(s) or employee(s) of Town of Welsh:

Name of company officer: _____

Title of company officer: _____

Name of Town of Welsh official or employee: _____

Relationship: _____

DEBARMENT & SUSPENSION CERTIFICATION

The undersigned certifies, by submission of this proposal or acceptance of a contract, that neither the Contractor nor its principals is presently debarred, suspended, proposed for debarments, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Respondent agrees that by submitting this proposal the Respondent will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Respondent or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

The above is true and correct to the best of my knowledge and belief.

Signature of company official authorizing this submittal:

Company official name: _____

Date of signature: _____

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

CIVIL RIGHTS TITLE VI

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

The Contractor agrees to include this provision in all lower-tier contracts, subcontracts, and agreements associated with this project.

Signature of company official authorizing this submittal:

Company official name: _____

Date of signature: _____

FEDERAL PROCUREMENT REQUIREMENTS

All provisions of 2 CFR, Part 200 and other federal cross-cutting laws, if applicable, are part of the terms and conditions of any award made by the Town, including:

1. No Government Obligation to Third Parties

The owner and contractors acknowledge that, notwithstanding any concurrence by the federal government in or approval of this solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the owner, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Signature of company official: _____

Company official name: _____

Date of signature: _____

2. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq)

Contractor acknowledges that the provisions of the Program Fraud and Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., 'Administrative Remedies for False Claims and Statements,' apply to its actions pertaining to this project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. IN addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

Signature of company official: _____

Company official name: _____

Date of signature: _____

3. Access to Records and Reports

The following access to records requirements applies to any contract resulting from this solicitation contract:

- A. The contractor agrees to provide the Town of Welsh, LA, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the Federal Agency Administrator, the Comptroller General of the United States, and 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.
- B. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts, and transcriptions.
- C. The contractor agrees to provide the Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. All project-related records will be retained by the contractor for three years after the termination of the awarded contract.
- E. In compliance with the Disaster Recovery Act of 2018, no language in this provision is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.

Signature of company official: _____

Company official name: _____

Date of signature: _____

4. Equal Employment Opportunity (20 CFR Part 1630, 41 CFR Part 60 et seq)

During the performance of any contract resulting from this solicitation contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The offeror further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The offeror agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The offeror further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of company official: _____

Company official name: _____

Date of signature: _____

5. Government-wide Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

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

The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR 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 (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to Abbeville General Police Jury, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, 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 CFR part 180, subpart C and 2 CFR part 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.

Signature of company official: _____

Company official name: _____

Date of signature: _____

Note: Contractor must supply documentation of current sam.gov registration, demonstrating no suspension or debarment, prior to or at time of contract execution.

6. Contract Work Hours and Safety Standards Act (20 CFR §5.5(b))

Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Signature of company official: _____

Company official name: _____

Date of signature: _____

7. Compliance with David-Bacon Act (40 U.S.C. 3141 et seq) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland 'Anti-Kickback' Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3) (as applicable)

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions").

Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Signature of company official: _____

Company official name: _____

Date of signature: _____

8. Section 3 Clause (as applicable)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- D. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- E. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Signature of company official: _____

Company official name: _____

Date of signature: _____

9. Lobbying (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.

Appendix A, 44 CFR Part 18 – Certification Regarding Lobbying (to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of their knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Signature of company official: _____

Company official name: _____

Date of signature: _____

10. Clean Air (42 U.S.C. § 7401 et seq)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Signature of company official: _____

Company official name: _____

Date of signature: _____

11. Clean Water (33 U.S.C. § 1251 et seq)

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. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Signature of company official: _____

Company official name: _____

Date of signature: _____

12. Procurement of Recovered Materials (42 U.S.C. § 6962)

In the performance of this contract, the Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product(s) cannot be acquired:

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

Signature of company official: _____

Company official name: _____

Date of signature: _____

13. Department of Homeland Security Seal, Logo, and Flags (as applicable)

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

Signature of company official: _____

Company official name: _____

Date of signature: _____

14. Compliance with Federal Laws, Regulations, and Executive Orders

The Contractor acknowledges that federal financial assistance shall be used to fund contracts only. The contractor will comply with all applicable federal laws, regulations, Executive Orders, federal policies, procedures, and directives.

Signature of company official: _____

Company official name: _____

Date of signature: _____

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Signature of company official: _____

Company official name: _____

Date of signature: _____

16. Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Signature of company official: _____

Company official name: _____

Date of signature: _____

17. Copyright and Data Rights

The Contractor grants to the offeror, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the offeror or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the offeror data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the offeror.

Signature of company official: _____

Company official name: _____

Date of signature: _____

18. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

(a) When possible, any party to this contract should ensure that minority businesses, women's business enterprises, and labor surplus area firms are considered when possible. These steps are also encouraged for the hiring of any subcontractors under this contract.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules, where the requirements permit, that encourage participation by these business types;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a federal award to apply this section to subcontractors.

Signature of company official: _____

Company official name: _____

Date of signature: _____

19. Build America, Buy American Act Compliance (as applicable)

When required by federal program legislation, contractors must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

- (1) BABAA applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.
- (2) Iron and steel manufactured products and construction materials used in the project are produced in the United States.

Signature of company official: _____

Company official name: _____

Date of signature: _____

NOTICE OF AWARD

DATE: _____

TO: _____

The Owner represented has considered the Proposal submitted by you for the above mentioned project in response to its Request for Qualifications dated _____.

In appearing that it is to the best interest of said Owner to accept your Proposal in the amount of \$_____, you are hereby notified that your Proposal has been accepted.

You are required by the Additional Terms and Conditions to execute the formal contract with the undersigned Owner within ten (10) days from the date of the delivery of this notice to you.

If you fail to execute said contract and to furnish said bond within ten (10) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____ 20_____.

Karl Arceneaux, Mayor
Town of Welsh, LA

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____, on this the _____ day of _____, 20_____.

Signature: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO: _____

You are hereby notified to commence work in accordance with the contract executed _____
_____. You will have _____ calendar days from the issuance of this notice to
commence construction activity and _____ calendar days from the date of commencement
to complete all work. The date of completion of all work is therefore _____ day of
_____ 20_____

Karl Arceneaux, Mayor
Town of Welsh, LA

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____, on this the _____ day of _____, 20_____.

Signature: _____

Title: _____