

# Request for Proposal

**Project:** Diocese of Lake Charles – Our Lady’s Catholic School - Temporary Facility  
**Location:** Sulphur, Louisiana  
**Bid Due:** Thursday, October 8, 2020, 12:00pm  
**Bid Type:** Public  
**Contact:** Lemoine Disaster Recovery, LLC – Josh Tharp

The Diocese of Lake Charles (“DOLC”) announces an open Request for Public Assistance as the result of a declared event dated August 27, 2020. DOLC is currently searching for qualified modular building suppliers to supply buildings to emplace temporary facilities at Our Lady’s Catholic School in Sulphur, Louisiana. Work includes but is not necessarily limited to: mobilization, setting, blocking, and anchoring of modular school system as well as disconnecting and demobilization upon completion of job.

The attached Exhibit A shall further detail Scope of Work Considerations, as well as General Information for General Contractors and Vendors.

The attached Exhibit B shall further detail required FEMA Provisions. The parties acknowledge their intent to fully comply with all FEMA requirements, including, without limitation, those contained on Exhibit “B” attached hereto and made a part hereof. To the extent the provisions of FEMA are inconsistent with any provisions of this Contract, the provisions of FEMA will control.

The Proposer shall agree to provide a copy of their lease agreement with their proposal for review by owner.

Interested bidders should review all documents contained in this bid package and submit pricing accordingly. Final placement of buildings will be next to the school in the parking lot encircled in red on the attached aerial map.

For more information contact Josh Tharp with Lemoine Disaster Recovery at [Josh.Tharp@lemoinecompany.com](mailto:Josh.Tharp@lemoinecompany.com). Bids must be submitted no later than **12:00 PM on Thursday October 8, 2020**. The successful proposer must be prepared to commence design within 24 hours of selection.

Page 1 of 1

\*\*\*\*\*

**We are an Equal Opportunity Employer and Request Bids from Small Business, Minority and Women Owned Business Enterprises.**

**Diocese of Lake Charles  
Request for Proposals**

**Bid Date 10/08/2020  
12:00PM**

**Our Lady's School**

**1111 Cypress, St.  
Sulphur, La.**

**LEMOINE DISASTER RECOVERY, LLC  
PROGRAM MANAGER  
1906 Eraste Landry  
SUITE 200  
Lafayette, LA 70506**

## GENERAL INFORMATION FOR GENERAL CONTRACTORS AND VENDORS

Lemoine Disaster Recovery, LLC has been selected as the Program Manager for the construction management for the Diocese of Lake Charles. **On behalf of the Diocese of Lake Charles, we are requesting your participation in the preparation of your Guaranteed Maximum Price Proposal. You will be required to make certain assumptions in your proposals for scope items not shown in the Documents so as to provide a Guaranteed Lump Sum price for your scope of work that will be totally inclusive for the intended use of the facility. Please present with your pricing a detailed narrative of assumptions made. (See the "BID PROPOSAL FORM" for additional information).**

The selected bidder's contract will be direct with the owner. We thank you for your interest in this project.

Bid submissions are due in Lemoine Disaster Recovery's office located at 1906 Eraste Landry Rd. Lafayette, La 70506 no later than 12:00 PM on **Thursday October 8<sup>th</sup>**. Scope sheets and proposals should be received **prior to 12:00 PM** in Lemoine's office by Fax (337.896.9825) or electronically (bids@lemoinedr.com)

The scope of work for Our Lady's Catholic School located in Sulphur, La. includes but is not limited to, procurement of modular type facilities to emplace a temporary school facility for Our Lady's Catholic School additional scope items include, mobilization, setting, blocking, and anchoring of modular school system as well as disconnecting and demobilization upon completion of job. Classroom count is as follows:

6 Classrooms for Elementary Students (Approximately 20 students per classroom)

8 Classrooms for JR High Students (Approximately 20 students per classroom)

Restroom as Required

2 Administrative Offices

Please keep in mind that no construction documents have been obtained for this project at this time, however it is the responsibility of the bidding contractors to give us a complete, accurate, & fair pricing, inclusive of all required materials & methods for your respective scope of work.

We are requesting that all Contractors upon receipt of this Request for Proposal, e-mail Josh Tharp, at josh.tharp@lemoinecompany.com, and provide each of your respective contact information. Include in this e-mail the name of the contact who will be working on this proposal, applicable telephone & fax numbers, and e-mail address of the contact. An e-mail list will be put together with all Contractors & vendors, and any additional information (addenda, responses to RFI's, etc.) will be mass e-mailed out to the contacts on the list. This will expedite the flow of information by notifying each contractor of a change prior to receiving the new information via mail or UPS.

### I. METHOD OF PRICING

All proposals shall include the BID PROPOSAL FORM, standard leasing agreement, proposed unit literature, delivery and setup schedule, and layout diagram.

II. CONTRACT/PURCHASE ORDER/BONDS

Standard leasing agreement to be fully executed between supplier and owner.

III. FEMA PROVISIONS

The parties acknowledge their intent to fully comply with all FEMA requirements, including, without limitation, those contained on Exhibit "B" attached hereto and made a part hereof. To the extent the provisions of FEMA are inconsistent with any provisions of this Contract, the provisions of FEMA will control.

IV. BID PROPOSAL FORM

Each Bid Proposal shall be submitted on the Bid Proposal Form, which is included in this RFP, and be broken down according to the Bid Form. **We request that the Contractor attach a separate narrative to describe the scope of the work in detail. Please forward this scope of work narrative as soon as possible so that we may account for all scopes of work and ensure coverage of the same.**

The Bid Proposal Form will not be considered a part of your Contract or Purchase Order Agreement nor will your written proposal.

V. EXECUTION CORRELATION & INTENT

Before submitting the Scope of Work Narrative & Bid Proposal, Bidders should carefully examine all associated exhibits, visit the site of work, fully inform yourself as to all existing conditions and limitations, and include in their Bid Proposal a sum sufficient to cover the cost of all items contemplated by the site specific arrangements and as would be required to construct this facility for its intended use.

Due to the anticipated schedule for this project, contractors will not be entitled to compensation for delays due to weather or changes in conditions due to weather and shall include the necessary cost in their estimates for the anticipated weather conditions.

The Contractor is responsible for having a thorough knowledge of all associated tasks to encapsulate a modular temporary facility, and all other information provided. Failure to acquaint himself with this information does not relieve him of the responsibility for providing totally inclusive pricing for his respective scope of work for the intended use of the facility.

In the case of an inconsistency between information provided, or within either document not clarified by Addendum, the better quality or greater quantity of work shall be provided. In the case of an inconsistency between the information provided, referenced standards, applicable codes and regulations not clarified by Addendum, the most stringent requirements or better quality or greater quantity of work shall be used in determining the Pricing.

VI. INTERPRETATIONS; DISCREPANCIES AND OMISSIONS

If Bidder is in doubt as the true meaning of any part of the Documents, all assumptions must be identified in your proposal.

VII. ADDENDA

All request for information and or clarifications to the project will be included in Addenda issued prior to the receipt of the Bid Proposals. Addenda will be issued to The

Dioceses by Lemoine Disaster Recovery in which it will then be administered publicly and is the participating bidders responsibility to acknowledge notification of addenda upon submission of your bid from. An e-mail will be sent to all participating bidders to notify each party of the receipt of new information, such as Addenda.

VIII. ALTERNATES AND UNIT PRICES

Each Bidder must bid on all Alternates in the Bid Proposal that are applicable to his scope of work.

IX. SALES TAXES

General contractor quotes are required to include all applicable sales and/or use taxes on materials and equipment, which are affixed and made a part of the real estate of this project. Material supplier quotes are to exclude sales taxes. The Bidder shall include all other taxes required by law in this bid proposal.

Required Sales Taxes for this project are as follows:

|                    |               |
|--------------------|---------------|
| State of Louisiana | 4.45 %        |
| City of Sulphur    | <u>5.75 %</u> |
| TOTAL              | 10.2 %        |

X. SCHEDULE/WORKING HOURS

A construction schedule is also being requested on your bid form and will be factored in the selection of the General Contractor. The Diocese of Lake Charles goal for completion of this project is October 1, 2020 Bidder is asked to provide estimated completion date if October 1, 2020 date is not deemed achievable.

**Since time will be of the essence of this project, the General contractor should be prepared to furnish at all times sufficient, qualified and competent forces, manpower and supervision and adequate, conforming and usable materials, equipment, plant, tools and other necessary things, to achieve progress according to Program Managers progress schedule, including any special schedule for General Contractors Work and any revisions of such schedules by**

**Contractor. Since the schedule is not all inclusive of every trade, please contact Lemoine in writing prior to bid should you or any of your suppliers be unsure of the time frame your work will take place. If you cannot meet the manpower requirements or the schedule, please do not bid the project. This project will work a minimum of 7 days per week or whatever is required to meet the most current construction schedule.**

XI. INSURANCE REQUIREMENTS

Contractor shall obtain all insurance coverages scheduled below with limits and insurance carriers acceptable to the Contractor and file with the Owner before the commencement of work the required insurance coverages on ACORD Form Certificate of Liability Insurance. Nothing contained herein will be construed as an obligation of the Owner to review or accept or reject any certificate of insurance filed with the Owner by the Contractor.

Commercial General Liability Insurance

The policy will have the standard coverages of a Commercial General Liability Policy including: Premises and Operations coverage, independent Contractors coverage, Products and Completed Operations with no specific exclusions, Broad Form Property Damage coverage including Completed Operations and Explosion and Underground Property coverage.

Program Manager, Owner and their respective subsidiary or affiliated companies, agents, employees, and servants shall be named as Additional Insureds in accordance with the provisions above in this Article. Insurance coverages shall have a cross liability clause (severability of interest) and coverage shall be Primary and Non-Contributory as regards Additional Insureds, additionally the coverage will provide defense of the additional insureds after the Project has been put to its intended use.

Waiver of Subrogation in favor of Program Manager, Owner and their respective subsidiary or affiliated companies, agents, employees, and servants.

For a project involving roofing work, the Contractor's General Liability coverage must include a pollution liability coverage extension that affords coverage for claims resulting from jobsite fumes and vapors. In the event the roofing work is to be performed by a Contractor or their Subcontractors, the Owner requires the Contractor or its Subcontractors to provide a Certificate of Insurance for General Liability coverage with a pollution liability coverage extension that affords coverage for claims resulting from jobsite fumes and vapors. In such case, the Contractor shall have the Owner and the Owner's Lessor (if any) named as an additional insured and the Certificate of Insurance shall comply with the other requirements set forth.

**AMOUNT OF INSURANCE REQUIRED:**

| Type of Construction            | Projects between \$1.00-\$500,000 | Projects between \$500,000 and \$999,999 | Projects over \$1,000,000 |
|---------------------------------|-----------------------------------|--|---------------------------|
| Each Occurrence (Minimum Limit) | \$1,000,000 Per Project           | \$2,000,000 Per Project                  | \$3,000,000 Per Project   |

|           |             |             |             |
|-----------|-------------|-------------|-------------|
| Aggregate | \$2,000,000 | \$4,000,000 | \$6,000,000 |
|-----------|-------------|-------------|-------------|

The above aggregate limits may be achieved through any combination of Primary and Umbrella/Excess policies.

Note: The Products and Completed Operations shall be maintained for two (2) years after the date of recordation of the Certificate of Substantial Completion.

**Worker's Compensation**

Statutory Limits as required by the State of operation

|                                       |                           |
|---------------------------------------|---------------------------|
| Employers' Liability Insurance Limits | \$1,000,000 each accident |
| Each Employee - Disease               | \$1,000,000               |
| Policy Limit - Disease                | \$1,000,000               |

This policy shall include a waiver of subrogation in favor of Contractor, Program Manager, Owner and their subsidiary or affiliated companies, their agents, employees, or servants.

This policy shall have an Alternate Employer endorsement covering the Owner, and Contractor as an Alternate employer.

**Business Automobile Liability Insurance**

AMOUNT OF INSURANCE REQUIRED:

| Type of Construction            | Projects between \$1.00-\$1,000,000 | Projects over \$1,000,000 |
|---------------------------------|-------------------------------------|---------------------------|
| Each Occurrence (Minimum Limit) | \$500,000                           | \$1,000,000               |
| Aggregate                       | \$500,000                           | \$1,000,000               |

Program Manager, Owner and their respective subsidiary or affiliated companies, agents, employees, and servants shall be named as Additional Insureds in accordance with the provisions above in this Article.

Waiver of Subrogation in favor of Program Manager, Owner and their respective subsidiary or affiliated companies, agents, employees, and servants.

Coverage to include Owned, Non-Owned and Hired Autos.

**Worker's Compensation**

Statutory Limits as required by the State of operation

|                                       |                           |
|---------------------------------------|---------------------------|
| Employers' Liability Insurance Limits | \$1,000,000 each accident |
| Each Employee - Disease               | \$1,000,000               |
| Policy Limit - Disease                | \$1,000,000               |

This policy shall include a waiver of subrogation in favor of Program Manager, Owner and their subsidiary or affiliated companies, their agents, employees, or servants.

This policy shall have an Alternate Employer endorsement covering the Owner and Contractor as an Alternate employer.

Professional Liability if applicable

Contractor/Service Provider shall procure and maintain professional liability insurance (E&O) for claims arising out of the performance of any design or engineering services performed in connection with the Work caused by any wrongful or allegedly wrongful act, error or omission for which Contractor/Service Provider may become legally liable. If Contractor/Service Provider delegates any design responsibility to a design professional, said design professional must adhere to this section and provide professional liability insurance which will cover the design professional's design services. The design professional shall also furnish Contractor an insurance certificate evidencing said coverage in compliance with the below provisions.

Such professional liability insurance shall provide for coverage as follows:

- A. Limit of Liability \$ 1,000,000
- B. Deductible Amount \$ 5,000
- C. Coverage shall be maintained through the statute of repose (5 years) following completion and acceptance of the Project.
- D. If insurance is on a Claims Made policy form, prior Acts Coverage which covers any such acts, errors or omissions which occurred prior to the effective date of such policy for work under said subcontract.
- E. Thirty (30) days prior written notice to Contractor of cancellation of such insurance or any material change with respect thereto.

Such professional liability insurance shall be in a form acceptable to Contractor and shall be issued prior to the commencement of the Work.

The policy shall contain contractual coverage with a Waiver of Subrogation in favor of the Program Manager, Owner and their subsidiary or affiliated companies, their agents, employees, and servants.

## **SPECIAL CONDITIONS**

### **ARTICLE 1 CONSTRUCTION CHANGE DIRECTIVES**

1. All quotations for changes, be they additions or deductions, shall be submitted in a complete itemized breakdown form acceptable to Architect/Engineer, using Contract Unit Prices when set forth therein. The value of any and all such additions or deductions shall be determined as set forth below:
2. The itemized breakdown shall show unit quantities and costs of all labor and materials. Submit all verifying data as necessary or required by Architect/Engineer to support claims, such as copies or original invoices, payrolls, etc. The burden of proof of cost rests upon the Contractor. Contractor agrees that owner or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and allowability of such costs.
3. Compute requests for changes, be they additions or deductions, as follows:
  - a. For portion of work performed by the General Contractor:



|                                      |       |                 |
|--------------------------------------|-------|-----------------|
| Subcontractor                        | ----- | a               |
| Materials Cost                       | ----- | b               |
| Sales Tax                            | ----- | c               |
| Labor Cost                           | ----- | d               |
| Payroll Taxes                        | ----- | e               |
|                                      |       | a+b+c+d+e       |
| Overhead and Profit, 5% x (a)        | ----- | f               |
| Overhead and Profit, 10% x (b+c+d+e) | ----- | g               |
| Allowable Bond Premium               | ----- | h               |
| TOTAL - SUBCONTRACTOR'S COST         |       | a+b+c+d+e+f+g+h |

4. In no case will a change be approved without such itemization.
5. Extra Work Authorizations will need be issued in writing to the Program manager and will be approved via written consent.

## **EXHIBIT B**

### **ADDITIONAL TERMS AND CONDITIONS FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II**

#### **1. REMEDIES**

**The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.**

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

#### **3. EQUAL EMPLOYMENT OPPORTUNITY**

**During the performance of this contract, the contractor agrees as follows:**

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. 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.
- d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

**The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist**

**the administering agency in the discharge of the agency's primary responsibility for securing compliance.**

**The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon 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.**

#### **4. DAVIS-BACON ACT**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **5. COPELAND ANTI-KICKBACK ACT**

- a. *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. *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.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. *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 (b) of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) 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 (a) through (d) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### a. Clean Air Act

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

### b. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. 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).
- b. 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.
- c. This certification is a material representation of fact relied upon by Owner. 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 Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. 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.

## 10. BYRD ANTI-LOBBYING AMENDMENT

Contractor must sign and submit to the Owner the following certification:

### **APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

#### **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**

## **11. PROCUREMENT OF RECOVERED MATERIALS**

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **12. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, 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.
- b. 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.
- c. 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.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner 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.

**13. 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.**

**14. 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.**

**15. 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.**

**16. 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.**



# BID FORM

**TO:** Lemoine Disaster Recovery, LLC  
1906 Eraste Landry Road, Suite 200  
Lafayette, Louisiana 70506

**BID FOR:** Diocese of Lake Charles- Our Lady's School  
1111 Cypress St.  
Sulphur, Louisiana 70663

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents.

Bidders hereby acknowledge Addenda and Memos. The Bidder further acknowledges receipt of the following occurring during the bidding process:

**Addendum No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Memo No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents the sum of:

## **Our Lady's School Temporary Facility**

**Project 1 Base Bid for (50%)** \$ \_\_\_\_\_

**Add for Sales Taxes** (*Sales Taxes not included as part of base bid*) for the lump sum of: \$ \_\_\_\_\_

**Add for 100% Performance & Payment Bond** (*add the cost of a P&P Bond*) \$ \_\_\_\_\_

**Completion Time Line in Calendar Days ( Total Mobilization and Setup) (35%):** \_\_\_\_\_

Mobilization of Units in Calendar Days \_\_\_\_\_

Setup in Calendar Days \_\_\_\_\_

**Experience Setting up Temporary Schools (Detail in Proposal) (15%)** (See Proposal)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

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

**Cypress St**

**Lasalle Ave**

