



CALCASIEU PARISH POLICE JURY
PARISH OF CALCASIEU, LOUISIANA

Is accepting sealed request for proposals on

RFP-2010-PW-223

EMERGENCY RESPONSE PRODUCTS & SERVICES

This proposal will be received by:

THE PURCHASING AGENT
PARISH GOVERNMENT BUILDING, 1015 PITHON, 2ND FLOOR
PO DRAWER 3287
LAKE CHARLES, LOUISIANA 70602

until

2:00 P.M., CENTRAL STANDARD TIME

THURSDAY

MAY 13, 2010

Advertisement in the Official Journal
LAKE CHARLES AMERICAN PRESS

Please read proposal instructions on the following pages

CAREFULLY

Calcasieu Parish Police Jury Proposal Form

QTY	Facility	Address	Description	Unit	Unit Price	Extended Price
1	Calcasieu Parish Police Jury Government Building	1015 Pithon St. Lake Charles, LA	600 KW @ 120/208v 3P4W	Weekly Rate		
1	L.C. Health Unit Main branch	3236 Kirkman St. Lake Charles, LA	550KW @ 277/480v 3P4W	Weekly Rate		
1	Office of Juvenile Justice Services Admin./Detention Center	3615 E. Prien Lake Rd. Lake Charles, LA	250KW @ 120/240v 3P4W	Weekly Rate		
1	Office of Juvenile Justice Services Education Bldg.	3615 E. Prien Lake Rd. Lake Charles, LA	200KW @ 120/208v 3P4W	Weekly Rate		
1	Facility Management Field Office	1225 Hodges St. Lake Charles, LA	150KW@120/208v 3P4W	Weekly Rate		
1	Calcasieu Parish Old Courthouse	1000 Ryan St. Lake Charles, LA	600KW @ 120/208v 3P4W	Weekly Rate		
1	14th Judicial District Courthouse	1001 Lakeshore Dr. Lake Charles, LA	500KW @ 277/480v 3P4W	Weekly Rate		
1	L.C. Regional Laboratory	721 E. Prien Lake Rd Bldg B Lake Charles, LA	300KW @ 120/208v 3P4W	Weekly Rate		
1	Office of Community Services	2424 3rd Street Lake Charles, LA	750KW @ 120/208v 3P4W	Weekly Rate		
1	Calcasieu Parish District Attorney's Office	1020 Ryan St. Lake Charles, LA	200KW	Weekly Rate		
1	Calcasieu Parish Wasey building	1032 Ryan St. Lake Charles, LA	200KW @ 120/208v 3P4W	Weekly Rate		
1	Mosquito Control	1037 A Tom Watson Rd. Lake Charles, LA	200KW @ 277/480v 3P4W	Weekly Rate		
1	Public Works Admin. Bldg. East	5500 B Swift Plant Rd. Lake Charles, LA	200KW@120/108v 3P4W	Weekly Rate		
1	Public Works Admin. Bldg. West	2000 B Post Oak Rd Sulphur, LA	200KW@120/108v 3P4W	Weekly Rate		
1	Sulphur Health Unit	201 East Edgar Sulphur LA	150KW @ 120/240v 3P4W	Weekly Rate		
1	Magnolia Building	1011 Lakeshore Dr. Lake Charles, LA	1250KW @ 277/480v 3P4W	Weekly Rate		

Calcasieu Parish Police Jury Proposal Form

QTY	Facility	Address	Description	Unit	Unit Price	Extended Price
1	Animal Control	5500 A Swift Plant Rd. Lake Charles, LA	300KW @ 120/208v 3P4W	Weekly Rate		
1	Calcasieu Parish Coroner's building	707 E. Prien Lake Rd. Lake Charles, LA	80KW@120/240v 3P4W	Weekly Rate		
1	Water District #5 of Wards 3 & 8	300 Deshotel Lake Charles, LA	150KW	Weekly Rate		
1	Water District #5 of Wards 3 & 8	301 Deshotel Lake Charles, LA	Truck Load of Portable Water	Weekly Rate		
12	Public Works Admin. Bldg. East	5500 B Swift Plant Rd. Lake Charles, LA	4000 Watt Generated Light Plants	Weekly Rate		
100	Public Works Admin. Bldg. East	5501 B Swift Plant Rd. Lake Charles, LA	Cots	Weekly Rate		
1	Public Works Admin. Bldg. East	5502 B Swift Plant Rd. Lake Charles, LA	Walk-in Cooler	Weekly Rate		
1	Public Works Admin. Bldg East	5502 B Swift Plant Rd. Lake Charles, LA	Walk-in Freezer	Weekly Rate		
1	Public Works Admin. Bldg. East	5503 B Swift Plant Rd. Lake Charles, LA	Dump Truck with Sandbagging unit attachment with operator	Weekly Rate		
2	Public Works Admin. Bldg. East	5504 B Swift Plant Rd. Lake Charles, LA	1000 Gallon Fuel Tanks	Weekly Rate		
1	Office of Homeland Security and Emergency Preparedness	911 Hodges St Lake Charles, LA	300 KW @ 208v 3 Phase	Weekly Rate		
1	Office of Homeland Security and Emergency Preparedness	912 Hodges St Lake Charles, LA	30'x60'x7' Sleeping Area Sleeps 100 with A/C and Lighting	Weekly Rate		
1	Office of Homeland Security and Emergency Preparedness	913 Hodges St Lake Charles, LA	Shower Unit - 4 stall	Weekly Rate		
1	Office of Homeland Security and Emergency Preparedness	914 Hodges St Lake Charles, LA	Feeding Tent with Eating Area to Feed 100 People 3 x per day	Weekly Rate		
1	Office of Homeland Security and Emergency Preparedness	915 Hodges St Lake Charles, LA	Laundry Service for 100 People	Weekly Rate		
4	Office of Homeland Security and Emergency Preparedness	916 Hodges St Lake Charles, LA	4000 Watt Generated Light Plants	Weekly Rate		
2	Office of Homeland Security and Emergency Preparedness	917 Hodges St Lake Charles, LA	Comfort Station 10 Stall Unit with Handicap Accessibility	Weekly Rate		

Calcasieu Parish Police Jury Proposal Form

QTY	Description	Unit	Unit Price	Extended Price
1	Port-a-let to include pumping/cleaning service twice per week	Each		
1	Potable/Drinking water for up to 75 people	Weekly Rate		
1	Project/Operations Manager	Per Hour		
1	Project/Operations Manager; overtime	Per Hour		
1	Hazmat/Resource Supervisor	Per Hour		
1	Hazmat/Resource Supervisor; overtime	Per Hour		
1	Equipment Operator/HazMat Technician	Per Hour		
1	Equipment Operator/HazMat Technician; overtime	Per Hour		
1	Resource Supervisor	Per Hour		
1	Resource Supervisor; overtime	Per Hour		
1	Resource Technician	Per Hour		
1	Resource Technician; overtime	Per Hour		
1	Field Clerk	Per Hour		
1	Field Clerk; overtime	Per Hour		
1	Air Monitoring Team (3 man team) (No Equipment)	Per Hour		
1	Electrical Technician	Per Hour		
1	Electrical Technician; overtime	Per Hour		

Calcasieu Parish Police Jury Proposal Form

QTY	Description	Unit	Unit Price	Extended Price
1	Electrical Technician; double time	Per Hour		
1	Operators, Equipment	Per Hour		
1	Operators, Equipment; overtime	Per Hour		
1	Rescue Technician	Per Hour		
1	Rescue Technician, overtime	Per Hour		
1	Security	Per Hour		
1	Security, overtime	Per Hour		
1	Generator Cable	Per Foot		
1	Unleaded 87 Octane Gasoline	O.P.I.S. daily rate per gallon (on date of delivery) + bidders margin per gallon	Bidders margin per gallon	
1	Ultra-low Sulphur Diesel	O.P.I.S. daily rate per gallon (on date of delivery) + bidders margin per gallon	Bidders margin per gallon	

DOES YOUR PROPOSAL MEET SPECIFICATIONS? ____ YES ____ NO

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS

**Calcasieu Parish Police Jury
Proposal Form**

Vendor represents that the prices charged Parish on bid items do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

ANY deviations from the specifications outlined herein MUST BE NOTED at the time of the proposal submittal, and the Parish reserves the right to make a determination as to the quality of the deviation.

Any questions regarding said specifications should be directed to Jon Gwatney, Purchasing Coordinator at 337-721-3700.

Each Proposer shall submit one original and should submit four copies of the proposal response.

SUMMITTED BY: _____

MAILING ADDRESS: _____

SIGNATURE OF AGENT: _____ (Must be Signed) DATE: _____

PRINTED AGENT'S NAME: _____

FEDERAL I.D. NUMBER: _____ TELEPHONE #: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

INTERNET HOME PAGE: _____

**CALCASIEU PARISH POLICE JURY
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with proposal**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the Calcasieu Parish Police Jury, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the Parish, meeting all of the requirements defined in this bid.

Agent (Signature)

(Print)

Agent

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: _____

CONTRACTOR'S NAME: _____

(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the Parish has the right to invalidate the proposal award and award the contract to the next lowest proposer meeting specifications. Should an awarded proposal be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Agent for the Calcasieu Parish Police Jury at (337) 721-3661.

ADVERTISEMENT

The Purchasing Agent, on behalf of the Police Jury of Calcasieu Parish, Louisiana, does hereby advertise for sealed request for proposals and will open same on:

1. Thursday, the 13th day of May 2010.
2. At the Office of the Calcasieu Parish Purchasing Agent on the second floor of the Government Building, 1015 Pithon Street in the City of Lake Charles, Louisiana, 70601, Post Office Drawer 3287, Lake Charles, LA 70602-3287, at the hour of 2:00 PM, CST.
3. For the following: Emergency Response Products & Services for use by the Calcasieu Parish Police Jury.
4. All proposals must be submitted on PROPOSAL FORMS or Electronic Bid Forms. Paper Proposals may be obtained in the Office of the Parish Purchasing Agent in the Government Building or access electronic bidding through www.cppj.net or www.bidsync.com.
5. Preference is given to materials, supplies and provisions that are produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the State.
6. The Parish of Calcasieu reserves the right to reject any and all proposals for just cause. In accordance with LSA-R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for proposals, and those required on the Proposal Form shall not be considered as informalities and shall not be waived by any public entity.
7. Proposals may be held by the Parish of Calcasieu for a period not to exceed forty-five (45) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to award.
8. Official action on this proposal will be taken at the Regular Meeting of the Calcasieu Parish Police Jury on Thursday, June 3, 2010.
9. All paper proposals MUST be plainly marked and should contain the following on the outside of the envelope:

“PROPOSAL FOR ‘EMERGENCY RESPONSE PRODUCTS & SERVICES – RFP-2010-PW-223”

MARY M. FLAVIN, Purchasing Agent

RUN: LAKE CHARLES AMERICAN PRESS

April 12, 2010

INSTRUCTIONS TO PROPOSERS

1. Read the entire proposal, including all terms and conditions, and specifications.
2. All Proposal prices must be typed or written in ink. The proposer should initial any corrections, erasures, or other forms of alteration to unit prices.
3. This proposal is to be manually signed in ink.
4. Proposal prices shall include delivery of all items (F.O.B. destination, freight prepaid and allowed). Proposals containing “payment in advance” or “C.O.D.” requirements may be rejected. Payments on the awarded proposals will be made upon delivery of equipment in accordance with established payment procedures of the Division of Finance of the Calcasieu Parish Police Jury.
5. Amount of Proposal Bond Required: NA of proposal. The proposal bond must be a certified or cashier’s check or proposal bond in an amount not less than the percentage provided above. The proposal guarantee must be made payable to the Calcasieu Parish Police Jury. The proposal guarantees of all unsuccessful proposers will be returned. Proposal will not be read and considered, if proposal guarantee is not attached.
6. Amount of Performance Bond, if required: NA or NA of proposal. Amount of Payment Bond, if required, NA or NA% of proposal.
7. Desired Delivery: NA.
8. The proposer must submit his proposal on the form herein provided with the blank spaces filled in for every item(s) on which a proposal is submitted. Proposals may be rejected, if they show additions not called for, conditional or alternate proposals not called for, or for incomplete proposals. To assure consideration of your proposal, all proposals and addenda together with the proposal guaranty (if applicable) should be returned in an envelope or package clearly marked with the proposal opening date and the proposal description, as to indicate its contents without being opened. This envelope shall be sealed and delivered to the location designated herein prior to or by the proposal date and time specified in the official advertisement. No responsibility will be attached to Calcasieu Parish Police Jury for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office. Proposals received after the time specified will not be accepted or considered and will be returned to the Proposer.
9. Proposals submitted are subject to provisions of the laws of the State of Louisiana including but not limited to LSA-R.S. 38:2181-2319; standard terms and conditions; special conditions; and specifications listed in this solicitation.
10. IMPORTANT: By signing the proposal, the proposer certifies compliance with all instructions to proposers, terms, conditions and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be manually signed in ink by a person authorized to bind the vendor (See No. 30). All proposal information shall be made with ink or typewritten. Any cost incurred by the vendor in preparing or submitting the Proposal are the responsibility of the Vendor and will not be reimbursed by the Calcasieu Parish Police Jury.

STANDARD TERMS & CONDITIONS

11. Address all inquiries and correspondence to the contact person at the phone and address shown in the specifications.
12. Conference Date: NA.
13. Proposal Forms.

All written proposals, unless otherwise provided for, must be submitted on, and in accordance with, forms provided herein, properly signed (See No. 30). Proposals submitted in the following manner will not be accepted:

 - A. Proposal contains no signature indicating intent to be bound;
 - B. Proposal filled out in pencil; and/or
 - C. Proposal not submitted on the Calcasieu Parish Police Jury Proposal Form. Proposals must be received at the address specified in the solicitation prior to proposal opening time in order to be considered.
14. Standards of Quality.

The Calcasieu Parish Police Jury reserves the right to reject any materials it deems unsuitable for the proposed intent. Any product or service proposal shall conform to all applicable Federal and State laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Proposer must specify the brand and model number of the product offered in his proposal. Proposals not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. Retrofitted equipment from different manufacturers will not be accepted unless written consent from each manufacturer involved is presented with the proposal stating that equipment has been tested and proven compatible. Any equipment/vehicle to be furnished under this proposal shall be in strict compliance with the specifications herein for said equipment/vehicle, and the decision of the Parish Administrator as to the true meaning of same shall be final. All customary guarantees for workmanship and replacements of defective parts, as specified, by the manufacturer for the particular item furnished shall apply to the equipment/vehicle furnished under this proposal. Product as per proposal shall have been in production for no less than three (3) years.
15. Descriptive Information.

Proposers proposing an equivalent brand or model should submit with the proposal information (such as illustrations, descriptive literature, technical data) sufficient for Calcasieu Parish Police Jury to evaluate quality suitability and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause proposal to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) proposed do not fully comply with specifications (including brand and/or product number), Proposer must state in what respect item(s) deviate. Failure to note exceptions on the proposal form will not relieve the successful proposer(s) from supplying the actual products requested.
16. Proposal Opening.

Proposers may attend the proposal opening, but no information or opinions concerning the ultimate contract award will be given at the proposal opening or during the evaluation process. Proposals may be examined within 72 hours after proposal opening. Information pertaining to completed

STANDARD TERMS & CONDITIONS

files may be secured by requesting in writing from the Purchasing Department. Proposal tabulations will be mailed after award of proposal.

17. Award.

The Calcasieu Parish Police Jury reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all proposals. Each and every proposal will be evaluated based upon the proposed product price, specification, product support, performance characteristics, and suitability, in the opinion of the Calcasieu Parish Police Jury to properly perform the tasks required. Final determination based upon previously stated criteria of purchase award, is to be the sole discretion of the Calcasieu Parish Police Jury.

18. Prices.

Vendor represents that the prices charged Parish on bid items do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. Unless otherwise specified by the Calcasieu Parish Police Jury in the solicitation, proposal prices must be complete, including transportation prepaid by proposer to destination and firm for acceptance for a minimum of forty-five (45) days. If accepted, prices must be firm for the contractual period. Proposals other than F.O.B. destination, freight prepaid and allowed may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

19. Deliveries/Acceptance.

Proposals may be rejected if the delivery time indicated is longer than that specified in the solicitation. Upon delivery of the product to the Calcasieu Parish Police Jury, an inspection of the same will be made by a representative of the Police Jury at the point of delivery. Acceptance of the product will be made after inspector determines that all requirements of the specifications and the proposal have been met.

20. Taxes.

The Calcasieu Parish Police Jury is exempt from all state and local sales and use taxes provided by LSA-R.S. 47:301 (8) (c).

21. New Products.

Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

22. Contract Renewals.

Upon agreement of the Calcasieu Parish Police Jury and the contractor, a term contract may be extended for 2 additional 12 month periods at the same prices, terms and conditions, in such cases, the total contract term cannot exceed 36 months. Please refer to Request for Proposals (RFP) for other conditions of contract renewals.

23. Contract Cancellation.

The Calcasieu Parish Police Jury has the right to cancel any contract, for cause, including but not limited to the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in

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good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Calcasieu Parish Police Jury; (5) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; (6) Any other breach of contract.

24. Default of Proposer/Contractor.

Failure to deliver within the time specified in the proposal will constitute a default and may cause cancellation of the contract and/or the proposal guaranty accompanying the proposal shall be forfeited by the proposer. Where the Calcasieu Parish Police Jury has determined the contractor to be in default, the Calcasieu Parish Police Jury reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

25. Order of Priority.

In the event there is a conflict between the instructions to proposers or standard conditions and the special conditions, the special conditions shall govern. In accordance with LSA-R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the Bid Form shall not be considered as informalities and shall not be waived by any public entity.

26. Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

27. Equal Opportunity.

By submitting and signing this proposal, proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

28. Special Accommodation.

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a proposal and desires to attend the proposal opening, must notify this office in writing not later than seven (7) days prior to the proposal opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed before the proposal opening.

29. Indemnity.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Calcasieu Parish Police Jury, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Calcasieu Parish Police Jury, its agents or its employees.

STANDARD TERMS & CONDITIONS

30. Signature Authority.

In accordance with LSA-R.S. 38:2212, the person signing the proposal must be:

1. The signature on the proposal is that of any corporate officer, partnership member or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority, which are acceptable to the Calcasieu Parish Police Jury.

31. Change Orders

Change orders shall be justified in writing and approved by the Calcasieu Parish Police Jury Purchasing Department prior to work commencing. Cost savings realized by the Contractor as a result of any change orders shall be reimbursed to the Parish.

32. Contract Modifications

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original proposal price, a contract modification may be requested in writing by the Contractor to the Calcasieu Parish Police Jury Purchasing Department for review.

33. Rejection.

The Calcasieu Parish Police Jury reserves the right to reject any and all proposals for just cause.

34. Invoices.

Invoice for the product, delivery and accepted shall be made out by the proposer using his own invoice forms. The invoice shall be in triplicate, and a copy of the Official Purchase Order must be attached to the invoice.

35. Other.

The Calcasieu Parish Police Jury prior to award may request a list of references of all products sold as per proposal specifications within the last year in the State of Louisiana.

SPECIAL TERMS & CONDITIONS

1 INSURANCE REQUIREMENTS

Contractor and their subcontractors shall maintain the following insurance coverage with insurance companies acceptable to owner and those insurance companies must be rated in the current A.M. Best Rating Guide. In the event that insurance requirements are included elsewhere within the construction documents, the requirements contained within this article shall supersede any such reference.

Worker's Compensation

Applicable State	Louisiana Statutory Benefits
Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee – disease
	\$1,000,000 policy limit - disease

Contractor's Liability Insurance

1. Form of insurance shall be Comprehensive General Liability to include products and completed operations and contractual liability

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal injury and advertising coverage

2. Automobile Liability (Owner, Non-Owned, and Hired Car)

\$1,000,000 per occurrence
\$2,000,000 general aggregate

3. Umbrella Policy

The contractor shall procure and maintain during the life of this contract an Umbrella Policy as follows:

\$2,000,000 each occurrence
\$2,000,000 general aggregate

4. The Contractor shall procure and maintain during the life of this contract an Owner's Contractor Protective Liability Policy (OCP) in a minimum amount of \$1,000,000 (per occurrence) and \$2,000,000 (general aggregate).

SPECIAL TERMS & CONDITIONS

Property Insurance (Builder's Insurance)

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value equal to the Contract sum.

The Contractor is to provide "Builder's Risk Insurance" to protect the Owner, Architect, Contractor, and their Sub-Contractors as their interests may exist.

The policy insures against "All Risk" of direct physical loss or damage subject to certain exclusions and limitations.

If not covered under the insurance provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance for portions of the Work stored off site or in transit when such portions of the Work are to be included in an application for payment under AIA Subparagraph 9.3.2.

Contractor shall be responsible for payment of the deductible for Builders Risk or any other property coverage deemed required to be purchased for this contract, whether acquired by the Owner or the Contractor.

Additional Insured

The Calcasieu Parish Police Jury must be listed as an additional insured on all policies except worker's compensation.

Waiver of subrogation will be given to the Calcasieu Parish Police Jury on all policies.

All policies will provide sixty day written notice of cancellation.

All policies shall be primary to any insurance carried by Owner.

Indemnification

Contractor (Subcontractor) agrees to fully defend, indemnify and save harmless Owner, and its agents, whether due to the negligence, strict liability or otherwise of Contractor (Subcontractor), from and against all losses, expenses, liens, claims, demands, damages, or causes of action of every kind or character whatsoever, for injury to or death of any persons or damage to property including costs, attorneys fees and settlements, arising out of or in any way connected with any use of the above described premises pursuant to this agreement by Contractor (Subcontractor) or Contractor (Subcontractor)'s invitees. In connection therewith, Contractor (Subcontractor) agrees to provide to Owner, at Contractor (Subcontractor)'s expense and prior to any entry on Owner's property, proof of liability insurance coverage set forth on the annexed Exhibit B. Contractor (Subcontractor) agrees to furnish to Owner certificates evidencing said insurance coverage for the full term of this agreement which certificates shall name Owner and its individual partners as additional named insured's and shall provide for sixty (60) days advanced written notice to Owner in the event of cancellation or alteration of the policies.

In connection therewith, Contractor (Subcontractor) agrees to provide to Owner, at Contractor (Subcontractor)'s expense and prior to any entry on Owner's property, proof of liability insurance

SPECIAL TERMS & CONDITIONS

coverage set forth herein. Contractor (Subcontractor) agrees to furnish to Owner certificates evidencing said insurance coverage for the full term of this agreement which certificates shall name Owner as additional insured and shall provide for sixty (60) days advanced written notice to Owner in the event of cancellation or alteration of the policies. Contractor (Subcontractor) obligation to provide the required insurance will not be waived by Contractor (Subcontractor)'s failure to provide the certificate of insurance or Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage.

Contractor (Subcontractor) agrees to maintain the coverage limits and endorsements as listed herein. Contractor (Subcontractor) obligation to provide the required insurance will not be waived by Contractor (Subcontractor)'s failure to provide the certificate of insurance, Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or Owner's allowance to commence work.

Statutory Employer Status

Owner as principal whether as the direct or statutory employer, mutually agree that it is their intention, and the intention of the contract between them, to recognize Owner as the statutory employer of Subcontractor's employee's, whether direct or statutory, while Subcontractor's employee's, direct or statutory, are performing work or services with respect to this contract. It is also recognized that the work contemplated by this contract is a part of the trade, business or occupation of Owner; it is an integral part of or essential to the ability of Owner to generate its goods, products or services. It is the express intention of Owner and Contractor that Owner as the statutory employer, shall, in accordance with LSA—R.S. 23:1061, be granted the exclusive remedy protections of LSA—R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event Owner is required as the statutory employer to pay any workers' compensation benefits, it shall be entitled to indemnity from Contractor for such benefits.

SPECIAL TERMS & CONDITIONS

2. PROPOSAL DELIVERY INSTRUCTIONS FOR CALCASIEU PARISH POLICE JURY.

Proposals may be mailed through the U.S. Postal Service to:

Calcasieu Parish Police Jury
Purchasing Department
PO Drawer 3287
Lake Charles LA 70602-3287

Proposals may be delivered by hand or courier service to our physical location as follows:

Calcasieu Parish Police Jury
Purchasing Department, Second Floor
1015 Pithon Street
Lake Charles LA 70601
(337) 721-3661

The proposal should be sealed in a package(s) showing, in addition to the address shown above, the following information on the outside:

1. Proposer's Name, Contact, Phone Number, and Email address
2. Proposal Name
3. Proposal Due Date

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Calcasieu Parish Police Jury is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

REQUEST FOR PROPOSALS (RFP)

EMERGENCY RESPONSE PRODUCTS & SERVICES

1. PURPOSE

This is an invitation for experienced and qualified firms to submit a sealed proposal (written proposals or electronic responses) for the contracting of Emergency Response Products and Services. The Calcasieu Parish Police Jury, hereinafter referred to as the Parish, will accept proposals from individuals, corporations, partnerships and other legal entities licensed and authorized to conduct business in the State of Louisiana. The intent of this RFP is to contract with a vendor who is capable of providing all types of products and services required in the case of a declared emergency. This contract would be utilized when the Parish resources and contracts are not able to provide for an emergency in an immediate manner. The Contractor would provide an additional source beyond existing Parish contracts. The Parish would use these products and services in a declared state of emergency such as hurricanes, earthquakes, tornadoes, and man-made or natural disasters. The types of items that may be required are generators, lighting, toilet facilities, living accommodations, health facilities and on-site response teams capable of performing a wide range of emergency services. The Parish would require a return telephone call or response from the contractor, day or night, within 4 hours of a representative from the Parish leaving a message for assistance. The Parish would expect the Contractor to have products and services available within 72 hours after the initial call and corresponding declaration of emergency by the Parish. The Office of Homeland Security and Emergency Preparedness will administer this contract making determination of need and coordination of other existing contracts.

2. GENERAL INFORMATION

- A. Submission of Proposals: One (1) original and four (4) copies of the proposal to be submitted to the Calcasieu Parish Police Jury Purchasing Office. Costs incurred in the preparation and submittal of proposals are the responsibility of Proposer and will not be reimbursed.
- B. Contract Person: Questions regarding the proposal may be addressed to:

Calcasieu Parish Police Jury
Division of Engineering and Public Works
Jon Gwatney
Purchasing Coordinator
P.O. Box 3287
1015 Pithon Street, 4th Floor
Lake Charles, LA 70601
Phone: (337)721-3700/ Fax: (337)437-8344
E-mail: jgwatney@cppj.net

Written Sealed Proposals must be delivered to:

**Calcasieu Parish Police Jury
Attn: Mary Flavin, Purchasing Agent
P.O. Drawer 3287
1015 Pithon, 2nd Floor
Lake Charles, LA 70602**

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C. Evaluation of Proposals:

A review panel designated by the Parish Administrator, at a date and time following the final submission, will perform the evaluation. Evaluations will be on the basis of the stated evaluation criteria listed in the next section.

Respondents or their agents are prohibited from lobbying members of the Police Jury, review panel, or other staff on this project. Failure to comply with this clause shall be grounds for rejection of their proposal as non-responsive.

D. Proposal Evaluation Criteria:

Proposers may score a total of 100 possible points. Proposals will be evaluated based on the criteria listed below:

Demonstrate the ability to successfully provide emergency equipment, resources, supplies, etc., to current and previous customers	<u>0 - 30 Points</u>
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Demonstrate background and experience in this type of work	<u>0 - 25 Points</u>
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Cost of equipment and services offered	<u>0 - 25 Points</u>
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In addition to line item cost evaluation, the review panel will use two pre-determined scenarios in which to determine whether a proposal is advantageous to the Parish.

Range of equipment and services to be available to the Parish	<u>0 - 20 Points</u>
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Discussions may be held with the Proposers submitting potentially acceptable proposals, and may include oral presentations.

The Parish reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manor. It is understood that the proposal will become part of the Parish's official file without obligation to the Parish. Upon opening, proposals become "public record" and shall be subject to public disclosure.

3. SPECIFIC INFORMATION:

- A. Requirements Statement: The Parish is looking for Contractors who have the capacity, ability, and experience to respond rapidly with the delivery of the products/services required in a declared emergency. The Contractor must provide a past history proving expertise and success in this type of work and provide references of past and present customers.
- B. The Parish requires a Contractor who has access to all types of emergency equipment, resources, supplies, etc. The Contractor must submit a fixed price for weekly rental rates on all types of equipment/services that can be provided. A sample list is attached, however, please add any additional products or services not already listed and include pricing for those items.

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- C. During times of declared emergency, the Contractor's personnel shall return any call or message received by a representative of the Parish within four (4) hours of initial call.
- D. The Contractor shall have the ability to procure and record all transactions in accordance with federal procurement requirements as well as Federal Emergency Management Agency (FEMA) Public Assistance Grant requirements which provide certain reimbursements to the Parish.
- E. Contractor Qualifications: The Contractor shall submit satisfactory evidence that it has previous experience and possesses an adequate plant/inventory, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work as specified.
- F. Contractor Experience: The Contractor shall have been in business at least five (5) years; be experienced in the provision of emergency products and services; and must be able to demonstrate that some of this experience was during periods of emergency type conditions. Proposals not meeting these criteria will not be accepted and will be rejected as non-responsive.
- G. Contractor Financial Stability: The Contractor must be able to document its current and past established agreements with other organizations, which will substantiate the Contractor's ability to obtain the products and services required by this contract.

The Contractor shall have the financial resources to effectively perform the services required under a contract of the same scope and magnitude as proposed under this solicitation.

The Contractor shall furnish upon request, an independent, certified audit or financial statement for the last fiscal year.

The Contractor shall have adequate personnel dedicated to contract administration and supervision addressing day-to-day contract administration concerns and questions.

4. PROPOSAL OUTLINE:

To be prepared by the Proposer. The proposal shall consist of the following items:

- A. Cover Letter: To contain the following information:
 - a. Name of person(s) authorized to represent the Proposer in any negotiations and to sign any awarded contract.
 - b. Location of business office and any service facilities, if applicable.
 - c. Name and address of corporate officers, partners, individuals and date in which business was established.
 - d. The Proposer will provide references including point of contact and telephone numbers for any corporate customers or government agency.

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- e. Statement that the Proposer agrees to all Standard Terms and Conditions of the Calcasieu Parish Police Jury Purchasing Department and to all applicable Louisiana legal requirements.

B. Technical Proposal: Shall be in narrative format.

- a. Measurable proof of expertise in this area with past and present clients and experience, including providing three copies of past and/or present agreements with those clients. (What makes you the best company for this contract?)
- b. **Proposers must address the following questions and answer questions in the order in which they are asked:**
 - i. Has the Proposer ever been terminated from a contract? If so, provide details including client information, contact number, type of work performed and reason for termination.
 - ii. Has the Proposer ever failed to complete any work awarded to them? If so, where and why?
 - iii. Has the Proposer, its principles, officers, or predecessor organization ever been debarred or suspended from bidding federal, state or local government agency during the last five years? If yes, provide details.
 - iv. List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principles, officers, or predecessor organization(s) were defendants.
- c. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer, its predecessor organization(s), or any wholly owned subsidiary during the last five years.
- d. A description of the methodologies to be used in meeting the scope of work including how you have met those objectives with past performance.
- e. Staffing: Numbers, Titles, Education and Experience.
- f. Detailed explanation of any contingencies that may be offered as part of this contract.
- g. Explanation of how Proposer will make use of other resources and time to accomplish the requirements of the contract.
- h. How will you address deployment issues and incoming orders?

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C. Cost Proposal:

- a. Use the attached pricing sheets for products and services. Include additional items and services you can offer.
- b. Offer a pricing method for any additional equipment or services not detailed but may that may be available for use during a disaster.

5. ADDITIONAL INFORMATION:

The Proposer understands that this RFP does not constitute an agreement with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the Parish and both parties execute a contract.

The Parish reserves the right to make changes to this RFP, post award, through a written addenda issued by the Parish.

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result from any oral discussion(s) with a Parish employee. Only those communications which are in writing from the Parish will be considered as a duly authorized expression on behalf of the Parish.

With each invoice submitted for payment, when applicable, include a certification of disbursement of previous periodic payments to subcontractors and the amount paid to all subcontractors performing work under this contract to date.

6. GENERAL REQUIREMENTS

- A. Authorized Contract Users: This contract will be used by or at the direction of the Parish. The Contractor understands and agrees that use of this contract in the event of a declared emergency is optional and will be primarily for, but not limited to the Parish.
- B Time is of the Essence: The parties hereby agree that time is of the essence for performance of this contract. Contractor warrants and guarantees that it will use its best efforts to acquire and deliver required products and services at the price and on the terms quoted herein. Contractor shall fully cooperate and coordinate with the Parish to maximize timely delivery of products and services. The Parish reserves the right to acquire part or all of the products/services offered by Contractor under this contract from other available resources, as deemed necessary in the best interests of the Parish to meet this requirement. The Contractor agrees and understands that its guarantee of timely performance hereunder is an inducement to the Parish to enter into this contract, and that the products or services covered by this contract will be available on an as needed, as available basis, subject to circumstances then existing.

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- C. Non-Assignment: The Parish has entered into this contract on the express understanding that Contractor has the capacity and ability to respond rapidly with the delivery of the products/services stated on Proposal Form in a declared emergency. Therefore, the resulting contract may not be assigned, transferred, or conveyed, without the prior written consent of the Parish.
- D. Compliance with Applicable Codes/Law: It is the Contractor's responsibility to provide product, equipment and materials hereunder which are configured or otherwise compliant with all applicable federal, state or municipal safety and health codes, laws, or ordinances. The Contractor is solely liable for any expenses, fines, or penalties imposed due to a violation, including traffic infractions or parking violations attributable to employees, subcontractors or agents of the Contractor.
- E. Issuance of a Purchase Order: This contract does not constitute a purchase order. It is the framework within which the Parish, in the event of a declared emergency, may issue a purchase order to the Contractor. Purchase orders may be transmitted electronically, including fax or e-mail to facilitate timely delivery on a 24 hour, 7 day a week basis and are considered to have been submitted to Contractor upon successful transmission.
- F. Inspection: The quality of products or services shall be subject to inspection by the Parish at any time. Should it be found that the quality of products delivered or services being performed are not satisfactory, and that the requirements of the specifications are not being met, the Parish acting on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract.
- G. Stop Work Order/Cancellation for Cause: Upon notice to Contractor and a failure, within twenty four (24) hours, to cure a stated deficiency, the Parish or Authorized User, in its sole judgment, reserves the right to stop the work covered by a purchase order. The Parish reserves the right to cancel this contract in its entirety at any time for cause when the Parish deems that the Contractor is unable or incapable of performing the work including meeting the requisite delivery time frames, or otherwise adequately meeting the needs of the declared emergency. In the event of such stoppage or cancellation, the Parish shall provide immediate written notice of Contractor's default and shall have the right to arrange for the completion of the work in such manner as is deemed in its best interests.
- H. Access to site: The Parish reserves the right to reject and bar from the facility or job site any subcontractor, agent or employee hired by the Contractor.
- I. Payment of Operators: Where product involves the delivery of equipment or heavy machinery without services, and unless otherwise mutually agreed, it shall be the responsibility of the Parish to furnish labor and pay all operators employed on the equipment during the period of use.

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- J. Notices: All notices hereunder shall be delivered in person or by certified mail to an authorized representative of the party to whom delivery is made at the place of business of that party, or to any other place specifically designated by the party.
- K. Point of Delivery: Contractor shall not ship without obtaining a specified point of delivery from the Parish. The Contractor is responsible for obtaining and paying fees for all duties, tariffs, highway and other special permits that may be required for delivery. Prices bid shall be assumed to include all applicable delivery, freight, and shipping charges. Tax exemption certificates from the Parish shall be furnished upon Contractor's request.
- L. Power/Cable Specifications: Unless the parties agree otherwise, products requiring power for operation shall be non-electric. At the option of the Parish, Contractor shall provide, at the expense of the Parish, sufficient electrical cable to enable the connection to the distribution systems identified by the Parish. After execution of a contract and prior to a declaration of a disaster by the Parish, the Contractor to whom the award is made may be required to tour Parish facilities and familiarize themselves with cable requirements and possible location(s) of rental generator placement(s) to ensure that the Parish will be supplied with sufficient cable lengths.
- M. Equipment Condition: Product shall be in good working order and, where applicable, be equipped with all OSHA required safeguards. Contractor shall make every effort to ensure that equipment provided includes as many safety-related options as practical. Where equipment is mounted on trucks, truck chassis, etc. it must meet at least the manufacturer's minimum recommendations for Gross Vehicle Weight Rating (G.V.W.R.), Front Gross Axle Weight Rating (F.G.A.W.R.), Rear Gross Axle Weight Rating (R.G.A.W.R.) and curb weight. Unsatisfactory or unsafe equipment, as determined by the Parish shall be either returned to the Contractor or, if inoperable, shall be picked up by the Contractor at Contractor's expense.
- N. Availability of Product or Equipment: Unless a different time frame is specified by the Parish, Contractor shall deliver product or equipment no more than seventy-two (72) hours from the Parish's placement of order. If product or equipment will not be available for delivery within that period, Contractor shall inform the Parish at the time of order to allow the Parish to locate an alternate source for the equipment. Failure to provide ordered product; equipment or services within the requisite time frames may constitute a material breach and grounds for immediate cancellation of the contract upon notice. Additionally, the Parish reserves the right to cancel this contract if, in the Parish's sole judgment, Contractor does not possess adequate resources or mobilization ability to meet the needs of the emergency by delivering product or services within 72 hours of request.
- O. Contractor's Coordinator: The Contractor must specify the name of a contact person and telephone number who can be reached for all communications and ordering 24 hours per day, 7 days per week during the time of the declared emergency. Contractor shall be responsible for updating this information within one week of any change.

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- P. Product Inventory: Contractor shall supply an equipment inventory along with its invoice, which shall be verified by a Parish representative at the time of delivery.

7. BILLINGS/PAYMENTS

- A. Contract Billing: Contractor shall provide complete and accurate billing invoices to the Parish in order to receive payment.
- B. Responsibility for Payment: Payments for purchases made by other agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.
- C. Contract Term: This contract shall become effective upon the date approved by the Parish but shall not be used until such time as the Parish declares an emergency. The contract may then be used for ordering until such time as the Parish designated contact declares the initial state of emergency over. The contract may also be available for use during any subsequently declared state(s) of emergency as the Parish may require but no longer than a period of five (5) years from the date of the Parish approval, with a renewal option for up to five (5) additional years, upon the mutual agreement of the parties. Said renewal term is also subject to the approval of the Parish.
- D. Cancellation/Termination: Notwithstanding the above, the Parish reserves the right to cancel this contract with written notice to the Contractor, in whole or in part, at any time, for any reason. Prorated payments shall be made through the end of the period of service as specified on the purchase order weekly or monthly, as applicable. If the period of service is not originally specified in the purchase order, then such period shall be deemed weekly and payments prorated accordingly. This contract may be terminated for cause and convenience.

8. CONTRACT PRICING/UPDATES

- A. Amendments: It is the intention of the Parish to amend this contract as required reflecting product and service changes or price adjustments during the contract period. Dependent on the nature of product and service changes, one of three methods will be used as set forth below:
- a. Price escalation based upon Consumer Price Index for all Urban Customers (CPI-U),
 - b. The Federal Emergency Management Agency (FEMA) reimbursement rate method, or
 - c. Formal contract amendment method.

The Parish must approve any price adjustment or contract amendment,



CALCASIEU PARISH POLICE JURY
PURCHASING DEPARTMENT
1015 PITHON ST
PO DRAWER 3287
LAKE CHARLES LA 70601
337-721-3660
337-437-4107 (Fax)

Dear Vendor:

In order to process your company in our database please provide the Calcasieu Parish Police Jury the following information:

Vendor Name: _____

Contact 1

Contact 2

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Please check all that apply for 1099 information:

- ☐ Materials/Equipment
- ☐ Services
- ☐ Rent
- ☐ Real Estate (Right of Way)
- ☐ Medical Payments
- ☐ Attorney-Settlements

Thank you for your assistance.
Purchasing Department

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Step 1. Provide your complete name and Taxpayer Identification Number *(Check ONE box only)*

☐ **U.S. Resident – Individual/Sole Proprietor** (Form 1099 reportable)

Name _____

If you are a sole proprietor, name the owner of the business: _____

Social Security Number _____ OR Employer Identification Number _____

☐ **U.S. Partnership, Limited Liability Company ("LLC"), or Trust** (Form 1099 reportable)

Name (as shown on your tax return) _____ Employer Identification Number _____

☐ **U.S. Corporation** (exempt from Form 1099 reporting except for medical or legal services)

(If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, *Entity Classification Election*)

Name (as shown on your tax return) _____ Employer Identification Number _____

DBA _____

☐ **U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency** (exempt from Form 1099 reporting)

Name (as shown on your tax return) _____ Employer Identification Number _____

Step 2. Certification/Signature *(Complete the following)* Under penalties of perjury my signature certifies that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person* (including a U.S. resident alien).

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, number 2 above does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature: _____ Phone: (____) _____

Print Name: _____ Title: _____ Date: _____

Address: _____ City: _____ State: _____ ZIP: _____

Email Address: _____ Fax: (____) _____

Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you.

If you have any questions, please call us at (337) 721-3665.

OUR FAX NUMBER IS (337) 437-4107.

***Are you a U.S. person?** The IRS defines a U.S. person as:

- a U.S. citizen;
- an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia;
- a U.S. resident alien (someone who has a "green card" or has passed the IRS "substantial-presence test.")

For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov.

If your answer is NO, please do not complete this form and contact us at (337) 721-3665.

If your answer is YES, please complete the form.

See page 2 for additional information.

PLEASE COMPLETE AND RETURN TO:

FOR OFFICE USE ONLY

CALCASIEU PARISH POLICE JURY

ATTN: ACCOUNTS PAYABLE

PO BOX 3287

LAKE CHARLES LA 70602

Vendor # _____ Date Received: _____

Entered By: _____ Date Entered: _____

Calcasieu Parish Police Jury (337) 721-3665 Fax: (337) 437-4107

Instructions for Non-U.S. Persons

If you are a non-U.S. resident or a corporation, partnership or other entity formed outside the U.S. and you are receiving payments as beneficial owner, IRS procedures require you to submit one of the following forms for use in determining the correct course of tax withholding on and information reporting of payments made to you. *These forms are available at www.irs.gov:*

- IRS Form 8233, *Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual* **OR**
- IRS Form W-8ECI, *Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States*, **OR**
- IRS Form W-8BEN, *Certification of Foreign Status of Beneficial Owner for United States Tax Withholding*.

If you are not a beneficial owner, but instead acting in an agency capacity for a beneficial owner, you may be required to submit:

- IRS Form W-8IMY, *Certificate or Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding*.

If you need assistance in completing one of the above forms, please consult your U.S. tax advisor for the appropriate help in determining which of these forms should be submitted and in correct completion of the form. We require your provision of this information to assist us for tax purposes in correctly withholding and reporting payments we make to you for your services.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered on the form.

Sole proprietor. Enter your individual name as shown on your income tax return. You may also enter your business, trade, or “doing business as (DBA)” name.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name and the LLC's name on the form.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 of the instructions for the IRS Form W-9, available at www.irs.gov, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Numbers (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required, or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions for the IRS Form W-9, available at www.irs.gov, under “Exempt from Backup Withholding” for more information.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.