

**REQUEST FOR PROPOSALS NO.
OPERATION AND MAINTENANCE
OF RECREATION CENTERS IN LAFAYETTE PARISH**

SECTION I - INSTRUCTIONS AND CONDITIONS

1. PURPOSE

The Lafayette Consolidated Government (LCG) of Lafayette City and Parish, Louisiana invites you to submit a proposal for the operation and maintenance of four (4) of LCG's Recreation Centers. This RFP covers four (4) recreation centers located at:

- (a) Domingue Recreation Center
901 Mudd Avenue
Lafayette, LA 70501
- (b) George Bowles Activity Center
120 Dawn Street
Lafayette, LA 70501
- (c) Heymann Park Recreation Center
1500 S Orange Street,
Lafayette, LA 70501
- (d) J Carlton James Activity Center
710 Aster Drive
Lafayette, LA 70506

All four recreation centers shall be operated as recreation centers and will continue to serve their original intent. All maintenance and repairs to the recreation centers must be performed in accordance with the Operation and Maintenance Agreement that is attached to this RFP. All fees charged for services shall be in accordance with LCG policies and approved by LCG. A separate contract for the operation and maintenance of the recreation centers will be signed once the contract is awarded.

2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to LCG Contact Person listed in Section 3 by the close of business on Monday, August 11, 2020 (TBD).

3. LCG CONTACT PERSONS

Questions and Proposal Submissions

Proposers shall submit their Proposal and any questions or issues about any aspect of this RFP to the following LCG Contact person:

Frank Wittenberg, Interim Parks and Recreation Director
Cydra Wingerter, Chief Administrative Officer
Lafayette Consolidated Government
P.O. Box 4017-C
Lafayette, LA 70502
Phone: 337-291-8311
Fax: 337-291-8399
Email: RecreationRFP@LafayetteLA.gov

4. DEFINITION OF "REQUEST FOR PROPOSALS" AND "PROPOSAL"

- (a) This Request for Proposals ("RFP" or "solicitation") is an invitation by LCG for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by LCG and the Proposer. It is not a request for a competitive bid.
- (b) "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- (c) By submitting a proposal to LCG, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with LCG or a vested interest or a property right in a contract with LCG regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with LCG.

4. RFP DOCUMENTS

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard LCG Contract for Operation and Maintenance of recreation centers
- (e) Site plans for each recreation center site
- (f) Property description for each recreation center site
- (g) Average Daily volume and monthly volume for our recreation centers

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- (a) Each proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's proposal meets the intent of this RFP.
- (b) Before submitting a proposal to LCG, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to LCG, Proposer certifies that Proposer has provided LCG with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with LCG, Proposer certifies that Proposer communicated to LCG all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by LCG as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP AND LCG RECREATION CENTERS

(a) *Question Deadline*

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate LCG Contact person listed in Section 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contracts, Scope of Services and any other solicitation document at any time until two (2) weeks prior to the due date for proposals.
- (2) LCG will answer all inquiries by any proposer in writing. If any inquiry results in a change in the RFP, LCG will issue an Addendum and the Addendum, which will be made public.

(b) *Questions - Post Deadline*

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies after the deadline for questions and clarifications or after the proposal due date, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate LCG Contact

person listed in Section 3. LCG, in its sole discretion, shall determine the appropriate response to any issue raised by any proposer.

9. SUBMISSION OF PROPOSALS

- (a) *Where.* Proposers shall submit their Proposals to the appropriate LCG Contact Person listed in Section 3. Proposers shall address their Proposal to LCG Contact Person and shall state on the outside of the sealed Proposal envelope the RFP No. and RFP title.
- (b) *No. of Copies.* Proposers should submit one (1) signed original, five (5) copies of their Proposal and one (1) electronic mail (e-mail) in Microsoft Word format.
- (c) *Format.* In order to assure uniformity of the Proposals, and to facilitate the evaluation process, all proposals shall be organized and their parts labeled with tabs as shown below:
- (d) *Font Size.* Each Proposal shall be presented in 12-point font on 8-1/2" x 11" paper.
- (e) *Additional Materials.* The Proposal also may contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

10. CONTENT OF PROPOSAL

10.1 Proposal Part I - Business Profile and Legal Structure

- Legal Name, address, phone, fax, email, Federal ID#, and website address if applicable.
- Brief history of business including date the business was established under the current name.
- List all services and product lines provided by the business.
- Number of total employees/volunteers including number of total employees in Lafayette, Louisiana and number of employees in the State of Louisiana.
- If your organization has volunteers, please provide a current roster of volunteers (or generally describe your organization's volunteer roster(s)).
- Type of ownership, or legal structure of business/organization.
- Proof of financial capacity to perform this contract such as Dunn and Bradstreet, audited financial statements, bonding capacity.
- Has the business ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

- Are there any civil or criminal actions pending against the business or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- Provide a brief history of your business' contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
- Has your business ever been disqualified from working for LCG or any other public entity? If yes, explain the circumstances.

10.2 Proposal Part II - Experience

- Include a list of the most relevant operation and/or maintenance contracts for (5) years. For each listed contract, provide a narrative that includes:
 - A. the assigned project personnel
 - B. scope of services provided
 - C. dollar amount of the contract
 - D. the contracting entity's contact person, email address, cell number, and telephone number
 - E. Public Entity's contact person, e-mail address, cell number and telephone number.

10.3 Proposal Part III - Personnel

- Please provide your staff capacity for meeting LCG's requirements.
- Identify the Key Employees who are likely to be assigned to LCG's account if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without LCG's prior written consent.]
- For each of the Key Employee(s), provide a summary with at least the following background information:
 - A. Description of relevant experience.
 - B. Years of employment with the business.
 - C. City and State of residence.
 - D. State time commitment on other accounts.
 - E. Applicable professional registrations, education, certifications, .and credentials.
- Please comment on the ability of your company to sustain the loss of Key Employee(s).
- Provide an organizational chart for the assigned staff.
- Provide a plan to address vacations, sicknesses and absences.

10.4 Proposal Part IV - Project Approach

- Discuss your understanding of the project scope and objectives.
- Discuss your approach with this project with specific references to the services requested in the RFP.

- Discuss all services you propose to provide to LCG pertaining to the operation and maintenance of LCG’s recreation centers and the frequency of the services you will provide to LCG under the contract.
- Highlight unique services and management tools and indicate the benefits of them to LCG. What makes your business better than the competition?
- State approximate date your business is available to assume operation of the recreation centers.
- Propose performance measures including why the performance measure is important and how LCG will measure and verify performance.
- Discuss the process you will go through each year to make adjustments to better serve LCG.
- Discuss how you would document and resolve complaints from LCG, the public or any private organization that may rent the facilities for special events.
- Discuss your methodology for billing reimbursing LCG if/when applicable.
- Discuss your methodology for the assessment of the billing of any fees or dues to the public or private organizations.
- Discuss the types of reports you will provide to LCG monthly, quarterly, and yearly and the information that you will include.
- Discuss your recreation center Preventive Maintenance Program, and how you plan to handle *Unscheduled* and *24/7/365 Emergency Maintenance*.
- Discuss all services you will provide to LCG. Discuss what, if any, maintenance or repairs are not included in your proposal.
- Discuss how you will market LCG’s recreation centers to the general public or private organizations.
- Discuss how you will price the rental fees for the recreation centers to the general public, private, and government entities (NOTE: All fees charged must be in accordance with LCG police and approved by LCG).
- Will you provide volume discounts for ongoing activities like tutoring, after-school programs, fitness classes, etc.?
- Discuss how you will work with LCG in obtaining grants to further enhance LCG's recreation centers.

10.5 Proposal Part V – Pricing

- *Renewal Pricing:* LCG realizes that the initial term pricing may differ depending on the mechanism used by the proposer for renewal pricing. LCG is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several Alternates. Although LCG will not be required or obligated to exercise all renewal options, assume LCG will exercise all renewal options for offering renewal pricing.

11. EVALUATION CRITERIA

This RFP includes two tiers of evaluation criteria. The first tier will be an evaluation of the written submittals; the second tier will be based on a graded interview of the top 3 submittals from the first tier.

(a) **TIER ONE**

Approach and Methodology **20 pts**

- Clarity in submittal of methodology and approach
- Operational approach
- Technical approach
- Management approach

Qualification, Past Experience and Performance **40 pts**

- Experience with operating and maintaining recreation centers
- Firm's technical and professional qualifications
- Completeness and compliance with all requirements

Cost Effectiveness – Part I **15 pts**

- In general

Cost Effectiveness – Part II **15 pts**

- Will organization pay for utilities?

DBE Instructions Followed **10 pts**

Total Available Evaluation Points for Tier One **100 pts**

(b) **TIER TWO**

Clarity in presentation of methodology and approach **25 pts**

Ability to respond to questions in an effective and timely manner **25 pts**

Total Available Evaluation Points for Tier Two **50 pts**

SECTION II - SCOPE OF SERVICES

1. INTENT OVERVIEW

Lafayette Consolidated Government of Lafayette Parish, Louisiana (hereinafter referred to as the "LCG") invites you to submit a proposal in response to this Request for Proposals (RFP) to (1) operate four (4) recreation centers owned by LCG; and (2) maintain and repair all equipment associated with the four (4) recreation centers.

LCG intends to keep these facilities accessible to the general public, and available for private and government events in accordance with LCG policies.

The intent of this RFP is to obtain a highly managed, well-structured and cost effective solution and strategy for operating and maintaining LCG's four (4) recreation centers identified in SECTION I.1 (Purpose) and listed below.

2. SERVICES TO BE PERFORMED

LCG is seeking Proposals for the operation and maintenance of the four (4) recreation centers listed below.

This RFP encompasses the services that the Applicant could provide in relation to maintaining.

Additionally, the successful bidder would be required to adequately staff, operate, handle sales, marketing, customer service, customer billing, and the repair and replacement of any equipment.

Minimum Requirements

- 2.1 Recreation centers must be accessible to all citizens of Lafayette Parish.
- 2.2 Emergency service available 24 hours a day, 7 days a week with a
- 2.3 Recreation centers must be maintained to meet all applicable regulations, codes standards, etc.

3. EXISTING LCG OWNED RECREATION CENTER EQUIPMENT

- 3.1 **Domingue Recreation Center**
901 Mudd Avenue, Lafayette, LA 70501

Any and all equipment in the recreation center and/or on the premises of the recreation center

- 3.2 **George Bowles Activity Center**
120 Dawn Street, Lafayette, LA 70501

Any and all equipment in the recreation center and/or on the premises of the recreation center

3.3 **J Carlton James Activity Center**
710 Aster Drive, Lafayette, LA 70506

Any and all equipment in the recreation center and/or on the premises of the recreation center

3.4 **Heymann Park Recreation Center**
1500 S Orange Street, Lafayette, LA 70501

Any and all equipment in the recreation center and/or on the premises of the recreation center

SECTION III - PRICING/COST PROPOSAL

Lafayette Consolidated Government (LCG) is seeking alternate pricing in this RFP. Proposers shall submit pricing for all Alternates.

1. OPERATION AND MAINTENANCE COSTS

ALTERNATE A

Instructions: Assume a 1-year contract subject to annual appropriations of funds with 3 renewals.

ALTERNATE B

Instructions: Assume a 5-year contract subject to annual appropriations of funds with a 5-year renewal.

ALTERNATE C

Instructions: Assume a 10-year contract subject to annual appropriations of funds with a 1-year renewal.

2. FEE SCHEDULE FOR THE GENERAL PUBLIC, GOVERNMENT, AND PRIVATE ORGANIZATIONS

- (a) Discuss how you will price services, rentals, classes
- (b) Discuss how price charged to price charged to LCG.
- (c) Discuss how you propose to share revenues with LCG from the sales to the General Public, Government, and Private Organizations (NOTE: LCG's intent is that the LESSEE/Applicant will share revenues with LCG).

SECTION IV - GENERAL CONDITIONS FOR PROPOSALS

ANY AND ALL EXCEPTIONS TO THESE GENERAL CONDITIONS SHALL BE FULLY DETAILED IN A LETTER WHICH WILL ACCOMPANY THE PROPOSAL.

ARTICLE 1 - SIGNATURE AUTHORITY OF PROPOSER

The person signing the proposal must be:

1. A current 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 an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the proposal, the proposer certifies compliance with the above.

ARTICLE 2 - INSURANCE (see requirements found in RFP)

PLEASE READ THE ATTACHED INSURANCE REQUIREMENTS CAREFULLY!

All limits will be REQUIRED including but not limited to, WAIVER OF SUBROGATION AND ADDITIONAL INSURED. A copy of the certificate of insurance shall be furnished to the Lafayette Consolidated Government (LCG) with ten (10) days of the notice of award.

ARTICLE 3 - CONTRACTOR'S INSURANCE AND SUBCONTRACTOR'S INSURANCE

The attached certificate of insurance correlates directly with the insurance requirements of the contract. The Lafayette City-Parish Consolidated Government requires, therefore, that this particular certificate be used for approval of the contract. This certificate of insurance shall be furnished to the Lafayette Consolidated Government within ten (10) days of notice of award.

The Contractor shall not commence work under this contract until he has obtained all insurance required by this paragraph, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required has been obtained and submitted. Proper certificates evidencing such insurance shall be furnished to the Owner prior to commencement of work. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) days written notice being first given to the Owner.

If at any time, any of the insurance policies required to be furnished by the Contractor under the terms of this Article shall lapse, expire, or fail to comply with the requirements of this Article, the Contractor shall procure and obtain such new insurance policies as may be required in order to comply with the requirements of this Article. Upon obtaining a new insurance policy, the Contractor shall submit a new certificate of insurance to the Owner for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance as required by this Article, the contract, at the election of the Owner, may be declared suspended, discontinued or terminated. Failure of the Contractor to maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements contained in this Article be construed to conflict with the obligations of the Contractor regarding indemnification as set forth in Article 11.

The requirements contained in this Article shall not be construed and are not intended to limit the Contractor's obligations to indemnify and defend the Lafayette City-Parish Consolidated Government as contained in Article 11, but merely constitute minimum insurance requirements which must be provided to secure such obligations.

The Contractor shall effect and maintain until completion and acceptance of the work, insurance as follows:

- I. Professional Liability \$1,000,000

- II. Commercial General Liability - All comprehensive general liability insurance shall include coverage for the following:
 - A. Premises Operations \$1,000,000
 - B. Independent Contractors \$1,000,000
 - C. Products - Completed Operations \$1,000,000
 - D. Contractual Liability \$1,000,000
 - E. Broad Form Property Damage \$1,000,000
 - Including Advertising Injury for BI & PD \$1,000,000

III. Business Auto Policy

	* BODILY INJURY <u>per person</u>	* BODILY INJURY <u>per accident</u>	* PROPERTY DAMAGE <u>per accident</u>
A. Any Auto	\$ 100,000	\$ 300,000	\$ 100,000
B. Owned Autos	\$ 100,000	\$ 300,000	\$ 100,000
C. Non-Owned Autos	\$ 100,000	\$ 300,000	\$ 100,000
D. Hired	\$ 100,000	\$ 300,000	\$ 100,000

If Coverage A - Any Auto is carried, Coverages B, C, & D will not be required.
 If The Contractor does not own an automobile (vehicle) and an automobile

(vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II and III of this Article, Contractors may fulfill the requirements of this Article by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II and III hereinabove.

V. Consolidated Government as an Additional Insured

This statement must appear on the front of the certificate of insurance EXACTLY AS IT APPEARS HERE “The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.”

VI. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Consolidated Government reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Consolidated Government, provided that the Consolidated Government shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

VII. Waiver of Subrogation

Contractors must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Sections I, II, III and IV in this Article for any and all claims which could be asserted against the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

ARTICLE 4 - CANCELLATION OF INSURANCE

The contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner stating the date when such cancellation or reduction shall be effective, which date shall not be less than thirty (30) days after such notice.

ARTICLE 5 – SUBCONTRACTS

The Contractor shall perform with his own organization a reasonable portion of the work under this contract, as determined by the Engineer. As soon as practicable after the execution of the contract and in any event at least seven (7) days prior to the time that any subcontractor shall commence any portion of the work, the contractor shall notify the engineer in writing of the names of the subcontractors proposed for the work and shall not employ any that the engineer, within a reasonable time, may object to as incompetent or unfit.

Also, to encourage minority participation to the greatest extent possible, it is further required, of the contractor, that any minority subcontractors, proposed for the work, be identified, as such, and the name and domicile of said minority subcontractor be provided.

The contractor agrees that he is fully responsible to the owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 6 - CANCELLATION OF CONTRACT

In the event of unsatisfactory services by the contractor or unforeseen or justifiable circumstances under this contract, the Lafayette City-Parish Consolidated Government will have the option to cancel the contract with thirty (30) days written notice to the contractor. In event of the termination of said contract, all obligations of either party under this contract shall cease.

ARTICLE 7 - SUBMISSION AND OPENING OF PROPOSALS

BIDS - All proposals shall be enclosed in a sealed envelope which will be marked with the name of the proposal being submitted, and shall either be mailed or hand delivered to: Purchasing Division, Lafayette City-Parish Consolidated Government, PO Box 4017-C, 705 W. University Avenue, Lafayette, Louisiana 70502.

The “REQUEST FOR PROPOSALS” will establish the date and time of the proposal opening. Proposals will be received until the stated date and time. The timely delivery of

the proposals solely rests with the bidder, and late arriving proposals will not be considered.

ARTICLE 8 - OPTION TO RENEW (not applicable)

At the option of the Lafayette City-Parish Consolidated Government, and the acceptance by the contractor, this contract may be extended at the same prices and terms for one (1) additional year.

ARTICLE 9 - NON-APPROPRIATION OF FUNDS

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Lafayette City-Parish Consolidated Government fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

ARTICLE 10 - BUDGETED FUNDS

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the Lafayette City-Parish Consolidated Government for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the Lafayette City-Parish Consolidated Government shall not be liable for the amount of such increase until and unless said budget is amended as provided for the Lafayette City-Parish Consolidated Government Home Rule Charter to allow for such an increased amount.

ARTICLE 11 - DEFENSE AND INDEMNITY

The Contractor agrees and obligates itself to defend, indemnify, and hold forever harmless the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and or answerable to the extent permitted by law, for and against any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any persons or parties arising out of or resulting from any act of or omission of the contractor, its employees, agents representatives, and servants pursuant to the authority granted to it under the terms of this agreement, including any and all claims arising from the sole negligence, liability, and or fault of contractor, and or the joint and or concurrent negligence, liability, and or fault of the contractor with any other persons or parties whomsoever.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless the Lafayette City-Parish

Consolidated Government, its employees, agents, persons or parties whomsoever to the full extent of their insurance contract and or as required by law.

ARTICLE 12 - CONTRACTORS UNDERSTANDING

It is understood that the contract is solely between the Lafayette City Parish Consolidated Government and the contracting agency and at all times, the contracting agency shall operate and deemed to be an independent contractor. At all times, persons provided by the contracting agency to the Lafayette City-Parish Consolidated Government pursuant to the terms of this contract shall be deemed to be employees of the contracting agency, and shall not be considered to be employees of the Lafayette City-Parish Consolidated Government of the Lafayette City-Parish Consolidated Government.

ARTICLE 13 - PARTICIPATION BY DISADVANTAGED ENTERPRISE BUSINESSES

The Lafayette Consolidated Government strongly encourages the participation of DBE's (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBE's business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

ARTICLE 14 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In transactions involving federal funds, the Lafayette Consolidated Government is required to ensure that contractors and subcontractors that are debarred, suspended, ineligible or voluntarily excluded from participation in federally-assisted transactions, do not participate in federally-assisted programs. All contractors and subcontractors participating in contracts funded in whole or in part by federal funds shall submit certification prior to the award of the contract.

SECTION IV - FORMS AND AFFIDAVIT

LCG Form #825 (R/09/99)

SECTION VI

CONTRACTOR'S CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: LAFAYETTE CONSOLIDATED GOVERNMENT

P. O. BOX 4017-C
LAFAYETTE, LOUISIANA 70602

That the following described policies in at least the face amounts shown below have been issued to:

Name of insured:
Address of insured:

Effective for the policy periods shown within the State of LOUISIANA.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS, OR ALTERS THE COVERAGE AFFORDED BY POLICIES SHOWN BELOW. (CHECK APPLICABLE COVERAGES):

TYPE OF POLICY AND COVERAGE	COMPANY	NUMBER	POLICY PERIOD	POLICY MINIMUM	LIMITS OF LIABILITY LIABILITY LIMITS, UNLESS OTHERWISE REQUIRED BY CONTRACT		
I. STANDARD WORKER'S COMPENSATION EMPLOYER'S LIABILITY					STATUTORY		
II. COMMERCIAL GENERAL LIABILITY					LIABILITY IN THOUSANDS EACH OCCURRENCE		
A. Premises Operations					Bodily Injury	\$1,000	\$
B. Independent Contractor's Liability							
C. Products-Completed Operations							
D. Contractual Liability					Property Damage	\$1,000	\$
E. Broad Form Property Damage Including Advertising Injury for BI & PD					BI & PD Combined	\$1,000	\$
POLICY DOES					DOES NOT PROVIDE COVERAGE FOR UNDERGROUND EXPLOSION AND COLLAPSE HAZARD		
Professional Liability Insurance					\$1,000,000		
III. BUSINESS AUTO LIABILITY					LIABILITY IN THOUSANDS		
A. Any Auto					Bodily Injury Per Accident	\$100	
B. Owned					Bodily Injury Per Accident	\$300	
C. Non-Owned					Property Damage	\$100	
D. Hired					BI & PD Combined		
IV. UMBRELLA LIABILITY					BI & PD Combined		

NOTE: Lower primary limits will be accepted if Umbrella Liability Coverage is provided with limits of at least \$500,000 in excess of primary coverage shown in this certificate.

V. * Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers shall be listed as additional insured on all liability policies.

VI. Coverage afforded the Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers as insureds, applies as primary and not excess or contributing to any other insurance issued in the name of the named or additional insured(s).

VII. * A waiver of subrogation shall be provided in favor of the named additional insureds on the Workers' Compensation insurance policy.

IN THE EVENT OF CANCELLATION OF THE POLICY OR POLICIES OR MATERIAL CHANGES IN SUCH POLICIES, THE CERTIFICATE HOLDER SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR CHANGE AT THE ADDRESS STATED ABOVE BEFORE SUCH CANCELLATION OR CHANGE IS EFFECTIVE AGAINST THE CERTIFICATE HOLDER.

THE ATTACHED CERTIFICATE OF INSURANCE CORRELATES DIRECTLY WITH THE INSURANCE REQUIREMENTS OF THE CONTRACT. THE LAFAYETTE CONSOLIDATED GOVERNMENT REQUIRES THEREFORE THAT HIS PARTICULAR CERTIFICATE BE USED FOR APPROVAL OF THE CONTRACT.

Date:

BY: _____
AUTHORIZED REPRESENTATIVE:
ADDRESS: _____

AFFIDAVIT

STATE OF _____

PARISH OF _____

This ____ day of _____, 20____, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of _____, State of _____, _____, who, after being by me duly sworn, did depose and say that he has been selected as Contractor for the Lafayette Consolidated Government (LCG) FOR OPERATION AND MAINTENANCE OF FOUR (4) OF LCG'S RECREATION CENTERS, NAMELY: .

- (a) Domingue Recreation Center
901 Mudd Avenue
Lafayette, LA 70501

- (b) George Bowles Activity Center
120 Dawn Street
Lafayette, LA 70501

- (c) Heymann Park Recreation Center
1500 S Orange Street,
Lafayette, LA 70501

- (d) J Carlton James Activity Center
710 Aster Drive
Lafayette, LA 70506

_____ and that he does hereby certify in compliance with L.R.S. 38:2224 that he has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the Contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction of said public project or in securing the Contract for same were in the regular course of their duties for him; and, that no part of the contract price received, or to be received, by him was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of said public project were in the regular course of their duties for him, and further declares that he has in no way entered into a collusion to increase the cost of the project and has no knowledge of such collusion on the part of any sub-contractor or suppliers of material to him for this project.

APPEARER FURTHER DECLARES that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2224 of said Title 38 of the Louisiana Revised Statutes.

Sworn to and subscribed before me this ____ day of _____, 20__.

(Notary Public)