

IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

Vendors may submit electronic bids with no fee for submission by using Central Bidding, www.centralbidding.com. Vendors may contact St. John the Baptist Parish Purchasing Department for further information regarding Central Bidding.

By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well as compliance with the St. John the Baptist Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable St. John the Baptist Parish ethical standards.

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, a section on the bid form where the unit price utilized in the bid shall be set forth; however, unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid. Other documentation required shall be furnished by the low bidder within ten calendar days after the bid opening. Such documentation shall be supplied as originals (no copies).

All such required information or documentation not provided with the bid must be provided by the low bidder within 10 calendar days after the bid opening (originals only, no copies). Failure to provide said information and documentation within 10 calendar days after bid opening shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the non-collusion affidavit, campaign contribution affidavit, non-conviction affidavit, employment verification affidavit, current W-9 Form and Tax Identification number (if currently not registered as a Parish vendor), and proof of insurance. However, the payment and performance bond must be supplied upon contract signing.

Contractor's Louisiana License shall be in the following category (to be determined and filled in by the department): Prime Electrical, General Contracting.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the OWNER issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of the Contract. The OWNER shall execute a contract within sixty (60) calendar days of award. A Notice to Proceed shall be issued within thirty (30) calendar days of execution of contract.

Attached hereto are affidavits which must be provided by the low bidder as originals (not copies) within ten (10) calendar days after bid opening. All affidavits must be completed, signed and notarized. Failure to do so will cause bid to be rejected.

Low Bidder will execute the formal agreement within sixty (60) calendar days after the original date of OWNER's Notification of award and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the OWNER in the event the information or documentation required within 10 calendar days after opening are not supplied, or if the

Contract and Performance Bond are not executed within the time above set forth. If submitting a bid online, vendors must submit bond through respective online clearinghouse bond management system as indicated in Central Bidding. Further, upon receiving a notice to proceed, the Bidder agrees that all work shall be completed as follows (to be determined and filled in by the department): In compliance with the Contract Documents within 270 calendar days from the issue date of the Notice to Proceed.

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of (to be determined and filled in by the department): \$500.00 as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the per diem liquidated damages, OWNER shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in Resolutions 113646 and 113647. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions (to be determined and filled in by the department):

- (1) Extended architectural and/or engineering fees \$260/day;
- (2) Extended Resident Project Representative fees \$300/day;
- (3) Extended construction management fees \$_____;
- (4) Extended OWNER's overhead and personnel expenses \$_____; and
- (5) OWNER's other costs directly related to the delay in completion beyond the Contract Times.

In addition to liquidated damages, in accordance with Section 6.02, "Labor; Working Hours," whenever Contractor's work requires inspections in excess of the budgeted amount for inspection, Contractor shall reimburse OWNER for the additional costs incurred by the OWNER with respect to inspection of the contracted project provided the additional costs for inspections are above the budgeted amount for the contracted project.

For this project, the Project Representative Services, in accordance with the terms of the Engineer's agreement with the OWNER, provides that the average hourly rate to be charged for resident inspection for this construction project is \$75.00 and the reasonable budget for such inspections is \$19,500 (the overtime rates shall be \$112.5 per hour). The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with LSA R.S. 38:2216(L)(2).