

****** SPECIFICATIONS ******

BID 2020.09

**2020 INLINE VALVES
PRESSURIZED WATERLINES
(10-INCH, 12-INCH, 16-INCH,
18-INCH & 24-INCH)**

FOR:

**ST. JOHN THE BAPTIST PARISH
UTILITIES DEPARTMENT
1811 WEST AIRLINE HIGHWAY
LAPLACE, LOUISIANA 70068**

BY:

**ST. JOHN THE BAPTIST PARISH
UTILITIES DEPARTMENT**

JUNE 2020

**2020 INLINE VALVES
PRESSURIZED WATERLINES
(10-INCH, 12-INCH, 16-INCH,
18-INCH & 24-INCH)**

INDEX

TECHNICAL SPECIFICATIONS

I. SCOPE	1
II. VALVE MATERIAL.....	1
III. VALVE ASSEMBLY	1
IV. PIPE SIZE.....	2
V. MANUFACTURERS	2

<u>BID PROPOSAL</u>.....	00300-1 THRU 2
---------------------------------	-----------------------

<u>SPECIAL CONDITIONS</u>.....	SC-1 THRU 4
---------------------------------------	--------------------

SPECIFICATIONS

ST. JOHN THE BAPTIST PARISH

2020 INLINE VALVES PRESSURIZED WATERLINES (10-INCH, 12-INCH, 16-INCH, 18-INCH & 24-INCH)

I. SCOPE

The Parish of St. John the Baptist proposes to receive bids on in-line valves for the upcoming 2020 annual usage in the Parish Utility Department. The valves are proposed for installation on existing pressurized pipes in both the water and sewer systems. The valves shall range in size from 10-inch to 24-inch and applicable for installation for PVC, ductile iron, cast iron and polyethylene pipe. The valves shall use modern resilient gate technology for water pressure up to 150 psi ambient pressure. The valves shall be for easy installation on existing exposed lines.

II. VALVE MATERIAL

The valve shall be constructed of ASTM A-36 steel. All bolts and nuts shall be high strength low alloy steel meeting AWWA Standard C-111. Type 304 stainless steel bolts with SCD nuts are to be optional in some instances or use. Gaskets are to be made of Styrene Butadiene Rubber (SBR) compounded for potable water service in accordance with ASTM D2000 3 BA 715. The gasket shall provide a 360 degree seal on the pipe and assure a tight resilient seal at the pipe sleeve. The sleeve shall be lined and coated with fusion bonded epoxy. Armor plates used to bridge the gap between the sleeve halves shall be heavy gauge type 304 stainless steel. The lugs on the sleeves shall be configured to align the sleeve halves during installation for bolting and assure a 360 degree seal. The lugs are to be designed to prevent excessive stress on the pipe and minimize distortion on plastic pipes.

III. VALVE ASSEMBLY

A. General

The valve assembly when installed performs as a water control device with an effective shutoff of the flow of water. The valve is installed in the open position, under water pressure without interruption of water services. The valve shall provide an unobstructed full flow after installation in the fully open position.

B. Insert

The insert shall consist of a ductile iron casting coated with SBR rubber compound for water service with a durometer of 55 Shore A. The insert seals are located on the inside diameter of the sleeve neck and the lower half of the pipe main.

C. Valve Stem

The stem and nut assembly are in accordance with AWWA C-500-80, Sec. 3.12.

D. Flange

The valve flange shall be made of ASTM A-36 steel and shall hold the valve assembly together and seal against the valve sleeve flange.

E. Gasket

The valve gasket is made of SBR rubber, compounded for water services in accordance with ASTM D 2000 3 BA 715 with a durometer of 70 Shore A. The gasket shall seal the interface between the valve flange and the sleeve flange.

F. Bolts & Nuts

Grade 3 alloy steel, zinc plated bolts, nuts and washers except when Type 304 Stainless Steel bolts, nuts and washers are required.

IV. PIPE SIZE

The valves shall be for applicable use with PVC, ductile iron, cast iron and polyethylene pipes sizes 10-inch through 24-inch.

V. MANUFACTURERS

The valves shall be as manufactured by Transmate, A Division of Romac Industries, Inc. or an approved equal.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish BID FOR: St. John the Baptist Parish
1811 W. Airline Highway 2020 Inline Valves Pressurized Waterlines (10-Inch, 12-Inch,
LaPlace, La. 70068 16-Inch, 18-Inch & 24-Inch)
(Owner to provide name and address of owner) *(Owner to provide name of project and other identifying information)*

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

St. John the Baptist Parish Utility Department and dated: June 2020
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1: (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A Dollars (\$ N/A _____)

Alternate No. 2: (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A Dollars (\$ N/A _____)

Alternate No. 3: (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ N/A Dollars (\$ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, Louisiana 70068
(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
2020 Inline Valves Pressurized Waterlines
(10-Inch, 12-Inch, 16-Inch, 18-Inch & 24-Inch)
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	✓Base Bid or <input type="checkbox"/> Alt.# ___ 10-INCH INLINE STEEL VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
I	LUMP SUM	LUMP SUM	\$ _____ /	\$ _____

DESCRIPTION:	✓Base Bid or <input type="checkbox"/> Alt.# ___ 12-INCH INLINE STEEL VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
II	LUMP SUM	LUMP SUM	\$ _____ /	\$ _____

DESCRIPTION:	✓Base Bid or <input type="checkbox"/> Alt.# ___ 16-INCH INLINE STEEL VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
III	LUMP SUM	LUMP SUM	\$ _____ /	\$ _____

DESCRIPTION:	✓Base Bid or <input type="checkbox"/> Alt.# ___ 18-INCH INLINE STEEL VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
III	LUMP SUM	LUMP SUM	\$ _____ /	\$ _____

DESCRIPTION:	✓Base Bid or <input type="checkbox"/> Alt.# ___ 24-INCH INLINE STEEL VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
III	LUMP SUM	LUMP SUM	\$ _____ /	\$ _____

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

I. SCOPE

Insurance, certificates, Contractor's insurance responsibility, Hold Harmless Agreement, license requirements, Commencement of Work, Time of Completion, Public Works or Utilities Department responsibility, Parish payment responsibility and Liens.

II. INSURANCE

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1.) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2.) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
- 3.) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 4.) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) **Commercial General Liability**, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products-completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.

- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

- C) **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- (1) \$1,000,000 CSL
- (2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

III. **CONTRACTORS INSURANCE RESPONSIBILITY**

The Contractor at his expense shall maintain adequate physical damage insurance in the amounts and against the perils desired by the Contractor on all items of Contractor's equipment including tools which are owned or rented by the Contractor or for which the Contractor is liable and which are not to remain as part of the permanent construction.

IV. **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the Parish and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage loss of expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them by be liable.

V. **EXCLUSIONS**

Pursuance to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal Crimes. Consultants must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Contractor's misapplication of payments, malfeasance in office, or their equivalent Federal Crimes within the five (5) prior to submitting the proposal.

VI. DISCLOSURE

Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

VII. LICENSE REQUIREMENTS

A) **LICENSES**

1. When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.
2. When applicable, a current Louisiana State Contractor's License should be furnished or as stated in the "Scope of Work."

VIII. CERTIFICATES & TAX FORMS

Prior to starting the work, the Contractor shall deliver to the Parish, certificates in triplicate evidencing that the insurance required in Section SC2 above is in effect. Such certificates shall provide that the Insurer shall give the Owner fifteen (15) days written notice of any material change in or cancellation of such insurance.

The Contractor shall submit to the Purchasing Department, a W-9 Tax Form for the Company prior to any work being issued.

IX. COMMENCEMENT OF WORK

The Contractor shall start the work within ten (10) days after he has received a Purchase Order for a designated task or assigned project to complete.

X. TIME OF COMPLETION CONSTRUCTION SCHEDULE

Time is of the essence to complete each project per the Purchase Order request. The Contractor shall diligently pursue the required task to complete each project within a reasonable time limit. Excessive time delays that are unreasonable for completing each project without justification may result in termination.

XI. ENGINEER'S RESPONSIBILITY

The term "Engineer" refers to the firm of C.J. Savoie Consulting Engineers, Inc., which has been designated by the Owner as its contracted engineering representative for this project. The Engineer's Responsibility is as stated in the General Conditions of the Contract as supplemented here. Computations of quantities that are the basis for payment estimates, both monthly and final, will be checked and approved by the Engineer prior to submission to the Public Works Department for final approval. It shall be the duty of the Engineer to enforce the specifications in a fair unbiased manner.

XII. PUBLIC WORKS OR UTILITIES RESPONSIBILITY

The term "Parish" refers to the Public Works Department or Utilities Department and its staff personnel which has been designated by the Parish as its representative for this project. The responsibility is as stated in the General Conditions of the Contract as supplemented here.

The Parish shall designate the right-of-way limits and the beginning and end points for each project.

It will be the Contractor's responsibility to mark and maintain the field limited areas of construction and to establish any additional lines, grade, or elevations that may be needed.

XIII. PARISH PAYMENT RESPONSIBILITY

The Parish's Contracted Engineer, C.J. Savoie Consulting Engineers, Inc., shall submit all partial pay invoices to the Public Works Department or Utilities Department, for the completed Contracted work. The Public Works Department or Utilities Department shall then submit the approved invoices to the St. John the Baptist Parish Finance Department and payment shall be within thirty (30) days from the date of Public Works Department or Utilities Department's approval.

XIV. LIENS

If at any time there shall be evidence of any lien of claims for which the Parish might become liable and which is chargeable to the Contractor, the Parish shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for completed indemnifications against such lien or claim. In the event the Parish has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Parish, the Contractor and his surety shall be liable to the Parish for any loss so sustained.

Invitation to Bid

2020 INLINE VALVES PRESSURIZED WATERLINES (10-INCH, 12-INCH, 16-INCH, 18-INCH & 24-INCH)

BACKGROUND

The Parish of St. John the Baptist proposes to receive bids on in-line valves for the upcoming 2020 annual usage in the Parish Utility Department. The valves are proposed for installation on existing pressurized pipes in both the water and sewer systems. The valves shall range in size from 10-inch to 24-inch and applicable for installation for PVC, ductile iron, cast iron and polyethylene pipe. The valves shall use modern resilient gate technology for water pressure up to 150 psi ambient pressure. The valves shall be for easy installation on existing exposed lines.

The BID package includes the following:

1. General Terms and Conditions
2. Past Criminal Convictions of Bidders Attestation
3. Non-Solicitation and Unemployment Affidavit
4. Corporate Resolution
5. Certificate of Authority
6. Business Filing
7. Certificate Regarding Debarment
8. E-Verify Affidavit

GENERAL TERMS AND CONDITIONS

1.0 BID Process

- 1.1 This BID is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 BID package, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.sjbparish.com or Central Bidding at www.centralbidding.com. Electronic BIDS will be accepted only on www.centralbidding.com.
- 1.3 Written addenda to the BID may be issued to provide clarification, corrections, or to answer questions. It is the Company's responsibility to periodically check either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the BID, prior to due date. **Checking the Parish website is HIGHLY recommended.**
- 1.4 Questions and comments regarding this BID must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@stjohn-la.gov no later than 2:00 P.M. on July 2, 2020.

2.0 Submission of BID

- 2.1 BIDs shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA no later than **9:45 A.M. local time on July 7, 2020.**

BID package must be submitted in a sealed envelope or package clearly marked with the Bidder's name and address, and "2020 INLINE VALVES PRESSURIZED WATERLINES (10-INCH, 12-INCH, 16-INCH, 18-INCH & 24-INCH)".

- 2.2 Company shall submit an original, one (1) copy, one (1) redacted copy and one electronic copy of BID by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.
- 2.3 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.4 BIDs submitted by facsimile (FAX) or e-mail will not be accepted. Any BID received after **9:45 A.M. local time on July 7, 2020** will be deemed unresponsive and will be returned to Company unopened.

3.0 Pre-BID Conference
None

4.0 Opening

BIDs will be opened publicly at **10:00 A.M. local time on July 7, 2020** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Company in submitting a BID that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing BIDs. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

- 6.1 Parish shall have the right to reject or accept any BID or offer) at its sole discretion.
- 6.2 The Parish reserves the right to terminate this BID at any time prior to contract execution.
- 6.3 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this BID, or any contract resulting from this procurement.
- 6.4 The Parish reserves the right to revise any part of the BID by issuing an addendum to the BID at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this BID in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all BIDs submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.
- 6.5 Parish reserves the right to procure requested bid items from State Contract or Piggyback Agreements if those prices and or terms are more favorable to the Parish.

7.0 Late, Modified, or Withdrawn BIDs

- 7.1 Any BID received after the exact time specified for receipt will not be accepted or opened.
- 7.2 No modification of a BID will be accepted.
- 7.3 No Company may withdraw his/her BID within forty-five (45) days after the actual date of opening thereof.

8.0 Evaluation and Selection

- 8.1 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. This award will be made to the low responsive and responsible Bidder. The Parish also reserves the right to reject any and all BIDs.

9.0 Terms

The initial contract shall be effective from award date through December 31, 2021. The contract may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council

10.0 Insurance

Bidder shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

1. \$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Bidder shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

11.0 Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 10.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to the Utilities Director for approval prior to routing to Accounts Payable.

13.0 Hold Harmless

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

14.0 Non-assignability

No Company shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

15.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the BID.

16.0 Disclosure

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

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

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S.14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

**ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 2020.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CORPORATE RESOLUTION

Required on all Corporate Entities

- 1) Provide YOUR Corporate Resolution if incorporated:
 - A. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause. Name must be signed and written.
 - B. The Secretary of the Corporation certified the Corporate Resolution (Secretary pursuant to the Officer listing on the SOS). Name must be signed and written.
 - C. The corporate resolution is dated and not older than 1 year.
 - D. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).
 - E. Company representative must be the signatory.

CERTIFICATE OF SIGNATORY AUTHORITY

Required on all LLC's

- 2) Provide YOUR Certificate of Signatory Authority if a LLC:
 - A. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause. Name must be signed and written.
 - B. The Secretary of the Corporation certified the Certificate of Signatory Authority (Secretary pursuant to the Officer listing on the SOS). Name must be signed and written.
 - C. The Certificate of Signature Authority is dated and not older than 1 year.
 - D. The company properly grants authority to a named individual to sign on behalf of the company.
 - E. Company representative must be the signatory.

BUSINESS FILING FROM LOUISIANA SECRETARY OF STATE

Required from All

- 3) Business filing must document:
 - A. Active Status
 - B. Good Standing
 - C. Officers/Members is same on Corporate Resolution/Certificate of Authority
 - D. If not a Louisiana Company registered with the Louisiana Secretary of State, submit a copy of your Articles of Incorporation or Articles of Organization.



**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this BID

Business Name:

Date _____ By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this BID, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this BID is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "BID," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this BID is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this BID that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this BID that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20 _____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____