



# ST. CHARLES PARISH

## *ST. CHARLES PARISH PROCUREMENT OFFICE*

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • FAX: (985) 308-1933

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov) • [jschmill@stcharlesgov.net](mailto:jschmill@stcharlesgov.net)

MATTHEW JEWELL  
PARISH PRESIDENT

### ST. CHARLES PARISH PRESIDENT'S OFFICE

#### BID FORM

**DELIVER TO:**

ST. CHARLES PARISH  
PRESIDENT'S OFFICE  
PROCUREMENT OFFICE  
3rd FLOOR (ROOM 3400)  
P. O. BOX 302,  
15045 RIVER ROAD,  
HAHNVILLE, LA 70057  
(985) 783-5000

**ITEM:**

BATTURE DIRT – DELIVERY & FOB

**BID DATE:** AUGUST 13, 2020

**BID TIME:** 11:00 A.M.

**ON-LINE -** [www.centralbidding.com](http://www.centralbidding.com)

**OPENING:**

ST. CHARLES PARISH  
COURTHOUSE  
COUNCIL CHAMBERS 2<sup>ND</sup>  
FLOOR, 15045 RIVER ROAD  
HAHNVILLE, LA 70057

**DEPARTMENT:** PUBLIC WORKS

AND/OR ST. CHARLES PARISH

**PLEASE READ BID CAREFULLY!**

**LATE BIDS WILL NOT BE ACCEPTED**

**NOTE: ONLY BIDS WRITTEN IN INK WILL BE ACCEPTED**

**BIDS CONTAINING CORRECTIONS WILL BE DISQUALIFIED**

**TERM OF CONTRACT-** January 1, 2021 to December 31, 2021 with one (12) month renewal options (January 1, 2022 to December 31, 2022), if agreed by both parties in writing.

NAME OF FIRM: \_\_\_\_\_

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY. ALL BIDS SHALL BE PREPARED ON THE BID FORM AND RETURNED IN A SEALED ENVELOPE WITH THE APPROPRIATE BID ITEM(S) MARKED ON OUTSIDE OF ENVELOPE. BIDS MAY ALSO BE SUBMITTED ON-LINE AT [www.centralbidding.com](http://www.centralbidding.com). ANY FEDERAL, STATE, AND/OR LOCAL LICENSE REQUIRED BY LAW FOR MAINTENANCE CONTRACTS AND, LABOR AND MATERIALS COMBINED MUST BE INCLUDED. LOUISIANA CONTRACTOR'S NUMBER MUST BE "VISIBLY" MARKED ON OUTSIDE OF ENVELOPE FOR ALL BIDS. FOR THE PROCUREMENT OF VEHICLES, **ALL DEALERS** SHALL INCLUDE A COPY OF A VALID DEALERS LICENSE ISSUED UNDER THE PROVISIONS OF RS 32:1254.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, material, operating supplies and/or equipment listed in this bid proposal. Items bid must meet or exceed specifications. All specifications are minimum allowable.

**BONDS:** Upon award, when applicable, all contracts with labor, and/or labor and material combined in excess of \$25,000 will require a performance bond or a cashers check in the amount equal to 50% of the bid. Performance bonds do not apply to materials, supplies and services. Bonds shall be issued by a company licensed to do business in Louisiana and countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in the state and who is residing in this state.

**NOT TO EXCEED LIMITS:** Maintenance Projects that exceed \$30,000.00 will be reviewed by the St. Charles Parish Procurement Office and reserves the right to obtain quotes or publicly bid any project which may be most beneficial to St. Charles Parish. Maintenance Projects where Federal Funds are dispersed should not exceed \$150,000.

**AWARD OF CONTRACT:** ST. CHARLES PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of St. Charles Parish. Every bid shall be awarded to the LOWEST RESPONSIVE AND RESPONSIBLE BIDDER meeting specifications and at the same time, best fulfilling the needs of the St. Charles Parish Personnel. The Procurement Office will be the sole judge of equality of products and comparability to specifications.

In accordance with the provision of L.A. R. S.38:2212.3, St. Charles Parish is authorized to reject the lowest bid if received from a bidder domiciled in a Communist Country, or if the materials or supplies are manufactured in a Communist Country, including but not limited to the Soviet Union, China, North Korea, and Vietnam, and to award the contract to the next lowest bidder, provided this Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state, in accordance with R.S. 38:2251.

**EXCLUSIVE JURISDICTION and VENUE:** For all claims arising out of or related to this agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

## **INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS:**

**USE OF BRAND NAMES:** The following specifications have been prepared by our office setting forth those items deemed necessary by our personnel. Certain brand names and "or approved equal" according to R.S. 38:2212 are listed to indicate the minimum quality acceptable to the St. Charles Parish Personnel. **They are not intended to be restrictive or discriminatory in any manner whatsoever. They are used to denote the quality standard of product desired and that they do not restrict bidders to the specific brand, make, manufacturer or specification named. Instead they are to be used only to set forth and convey the general style, type character and quality of the product.** Any deviation from these specifications must be noted on the deviation sheet if applicable. If any item of equal quality is substituted, a Technical Specification of the item must be provided with the bid. Include brochures or other literature describing all required quality features. The brand name and stock number of certain bid items must be listed on the bid form as indicated or attached to bid form. Anticipated delivery time must also be stated for each item.

**ORDERS:** Order placement and order quantity will be determined by the St. Charles Parish Procurement Office on a "when and as needed" basis, when applicable or otherwise stated in specifications. Failure to insert delivery days, when called for on the quotation form, may be cause for rejection of the bid.

**CANCELLATION OF CONTRACT:** The St. Charles Parish Procurement Office must be informed of any inability to supply an order within that stated period. The Procurement Office reserves the right to cancel and place with another vendor, any order that cannot be supplied as per the time specified. Repeated inability to fill orders may result in cancellation of the order and/or disqualification of the bidder. The Procurement Office reserves the right to seek additional bids for special projects beyond their normal operations. After thirty (30) days from delivery of written notice to either St. Charles Parish or the Contractor without cause and without prejudice to any other right or remedy, may elect to abandon and terminate the agreement.

**Any bids submitted which contains additions, alternate bid, or irregularities which may make the proposal ambiguous as to its meaning shall be rejected.**

**PRICES:** St. Charles Parish is tax exempt. All prices for procurements by St. Charles Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and parish taxes. All quotations shall be based on F.O.B. Destination Freight Prepaid, St. Charles Parish warehouse or job site, anywhere within the parish as designated by the Procurement Office.

When called for, prices are to include the furnishing of all material, equipment, tools, delivery and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the detailed specifications. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

**CONTRACTING WITH MINORITY, WOMEN AND DISADVANTAGED FIRMS:** St. Charles Parish encourages the participation of small businesses and businesses owned by Women and Minorities in the Parish's Procurement Activity. In attempt to reach out to these firms we are sending our advertisements for bid to [OMWBEwebadmin@OMWBHEW.gov](mailto:OMWBEwebadmin@OMWBHEW.gov)>

**INSURANCE REQUIREMENTS**

The following are standard insurance requirements for St. Charles Parish projects. Please be advised that additional requirements and/or limits may be required for services identifies as having additional risks or exposures. St. Charles Parish reserves the right to modify, alter, add, remove, or change any portion of the insurance requirement prior to execution of a contract or issuance of a purchase order.

The successful company shall maintain full force and effect during the life of this agreement all insurance necessary to protect itself and Parish against claims for property damage or bodily injuries or death of person or persons, whether or not employed by bidder, which may arise from any cause in connection with the services to be performed herein. The following is a list of minimum insurance requirements which must be met:

1. Minimum Limits of Coverage are as follows: **Parish has the right to examine policies to assure coverages.**
  - **Commercial General Liability**- \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;
  - Parish shall be added as additional insured on general liability;
  - **Comprehensive Automobile Liability** – Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. Must have coverage for loading & unloading. Auto Liability should include owned, hired and leased autos.
  - **Worker's Compensation Insurance** – As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.
  - The vendor would be required to have the appropriate Maritime/Jones Act insurance for projects in/on/over the waterway.
  - Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish. The certificate of insurance shall reference the waiver of subrogation endorsement;
  - The Worker's Compensation Policy Territory Coverage Must include Louisiana
  - **Deductibles** – No insurance required shall include a deductible greater than \$50,000. The cost of the deductible is borne by the contractor. Company may be asked to disclose Deductible /SIR amounts.
  - **Umbrella Liability/Excess Coverage** – An umbrella policy or excess may be used to meet minimum requirements provided it has the appropriate "drop down" coverage required. If the company subcontracts any portion of this order, it is required that he carry insurance in amounts stated above.  
Subcontractors shall submit a certificate of insurance certifying the above insurance coverage. The successful company also assumes full responsibility for all Federal and State Contributions for Unemployment Insurance, Workmen's Compensation, Disability Benefits Insurance, Federal Insurance Contributions Act Payments and Federal Withholding Tax of his employees.
  - **BUILDER'S RISK** – *For construction and repair projects*  
The contractor shall maintain Builder's Risk Insurance Policy that covers the specific risks

## **BID NUMBER 21-101**

involved in the scope of work (subject to review and approval by the parish.)

2. Bidder agrees to indemnify and hold harmless St. Charles Parish, its officers and employees  
From any liability resulting indirectly or directly from the performance of the contract;
3. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA
4. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
5. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
6. Parish may request copies of the policy and/or sections of the policy for review;
7. It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of contractor. Contractor shall further ensure the Parish is names as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
8. St. Charles Parish requires a 10-day notice of cancellation of policy.

**2 CFR part 200 - PROVISIONS FOR FEMA GRANT MONEY** - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

**ACCESS TO RECORDS – DHS Grant Alert 15-05 paragraph XXXIII (2)** -Allows Federal Government (Grantee) access to a contractor's records; must include provision in contract stating this requirement by the contractor. The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

**RETENTION OF RECORDS – 200.333** - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

**ENERGY EFFICIENCY – Appendix II(H)** - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**COMPLIANCE WITH REPORTING REQUIREMENTS – 200.327-.329** - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-** - Contractor shall be in compliance with section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR Part 5). Construction Contracts greater than \$2,000 and for other contracts greater than \$2,500 where mechanics and laborers are employed. **Appendix II (E) All Construction contracts over \$100,000 where mechanics and laborers are employed.**

**COPELAND ANTI-KICKBACK ACT. –** Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. **Appendix II (D) – All Construction or repair contracts in excess of \$2,000. Appendix II (E) – All construction or repair contracts.**

**EQUAL OPPORTUNITY CLAUSE:** *"During the performance of this contract, the contractor agrees as follows:* The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds, race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504, of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations. **Appendix II (I) – All Construction Contracts.**

**TERMINATION FOR CAUSE AND CONVENIENCE** - Bidder acknowledges that contract in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances

outside of the contractor's control.

**ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT** – **Appendix II (A)** – All contracts greater than SAT (\$150,000). Shall contain provisions allowing for administrative contractual or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

**COMPLIANCE WITH REGULATIONS PERTAINING TO PATENT RIGHTS (inventions), COPYRIGHTS AND RIGHTS IN DATA.** – Contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT** - **Appendix II (G)** – Applies to all contracts in excess of simplified purchasing threshold (\$150,000) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

**BYRD ANTI-LOBBYING AMENDMENT** - **Appendix II (J)** – Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

**AWARDS TO DEBARRED AND SUSPENDED PARTIES** – **Appendix II (I)** – Sub recipient (Applicant) must require and contractor must make a declaration that the contractor, its principles or affiliates (subcontractors), are currently not disqualified as a result of debarment or suspension. In ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract of subcontract receiving Federal financial assistance, a search of the Excluded Parties Lis System can be conducted using the System for Award Management provided by the General Services Administration at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/) .

**PROCUREMENT OF RECOVERED MATERIALS** – **Appendix II (J) See 200.322** – Applies to State and local government entities and their contractors. The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

**PATENT RIGHTS AND INVENTIONS** – May be subject to government unrestricted use or ownership.

**COPYRIGHTS AND DATA** – May be subject to government unrestricted use.

**I hereby certify that the bid price(s) listed above and/or attached have been carefully checked and are submitted as correct and final.**

\_\_\_\_\_  
**NAME OF FIRM      AUTHORIZED SIGNATURE      DATE**

\_\_\_\_\_  
**PHYSICAL ADDRESS      TYPE OR PRINT NAME**

\_\_\_\_\_  
**P.O. BOX      E-MAIL ADDRESS (of Authorized Signature)**

\_\_\_\_\_  
**CITY, STATE, ZIP      TITLE**

\_\_\_\_\_  
**PHONE      FAX**

**DUNS NUMBER:** \_\_\_\_\_

**ST. CHARLES HERALD GUIDE**

**BID PUBLISHED:**

**July 23, 2020**

**July 30, 2020**

**PLEASE READ BID CAREFULLY!**

**LATE BIDS WILL NOT BE ACCEPTED**

**NOTE: ONLY BIDS IN INK WILL BE ACCEPTED. BIDS CONTAINING CORRECTIONS WILL BE DISQUALIFIED.**

**NAME OF FIRM:** \_\_\_\_\_



**BATTURE DIRT**

Prices are to be quoted per cubic yard.

1. F.O.B. our trucks at \_\_\_\_\_ Plant  
(Location)

Price per cubic yard of Batture dirt only \$ \_\_\_\_\_

2. Delivery price to various sites throughout St. Charles Parish.

Price per cubic yard for delivery including the Batture dirt \$ \_\_\_\_\_

The location of the plant site will be considered in addition to the per cubic yard cost in relation to the additional expense incurred to travel to different plant sites throughout the Parish.

The Parish reserves the right to seek additional bids for special projects beyond their normal operations.

The award of this bid will be determined by taking into consideration the following estimated purchases of 2013.

FOB – Estimated 244 cu yds.

Delivery – Estimated 5000 cu yds.

NAME OF FIRM: \_\_\_\_\_

# *PROCUREMENT AGREEMENT*

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St. Charles Parish, represented herein by Matthew Jewell, Parish President, and the successful vendor noted below, does hereby enter into this Procurement Agreement for the expressed purpose of providing the following in order to serve the public.

**Description of Procurement:** *Yearly Bid / Contract - Bid Number 21-101*

## **BATTURE DIRT – FOB & DELIVERY**

**Now Therefore**, St. Charles Parish does, hereby, enter into this Procurement Agreement with the undersigned below.

ST. CHARLES PARISH

By: \_\_\_\_\_  
Matthew Jewell, Parish President      Date

COMPANY NAME

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Company      Date

**Please return this document back signed and attached to this bid form.**

NAME OF FIRM: \_\_\_\_\_