



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 • 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 3402)
P. O. BOX 302,
15045 RIVER ROAD,
HAHNVILLE, LA 70057
(985) 783-5000
Email to: srochelle@stcharlesgov.net

**ITEM: TSURUMI PUMPS OR
APPROVED EQUAL**

BID DATE: August 13, 2020

BID TIME: 11:00 AM

OPENING:

ST. CHARLES PARISH
COURTHOUSE
COUNCIL CHAMBERS
2ND 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: _____

BID NUMBER 21-171

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. 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.

BID NUMBER 21-171

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>

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.

BID NUMBER 21-171

• **BUILDER'S RISK** – *For construction and repair projects*

The contractor shall maintain Builder's Risk Insurance Policy that covers the specific risks 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.

BID NUMBER 21-171

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

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ITEM NUMBERS AND PRICE PAGE

FOB DESTINATION FREIGHT PREPAID – ST. CHARLES PARISH WASTEWATER

	<u>Price each</u>
1. TSURUMI 100C42.2 3HP 230/460V 3PH Standard Length	_____
2. TSURUMI 100C43.7 5HP 230/460V 3 PH Standard Length	_____
3. JXA3X4-JIS 3” TO 4” Adapter Flange	_____
4. FRA4” Flygt Adapter w/bracket, grommet, bolts and nuts	_____

Delivery Time - 0 – 30 days ARO

PROCUREMENT AGREEMENT

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 Contract; BID # 21-171

TSURUMI PUMPS

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.