

# BID REJECTION FORM

Bid number: 50-00123808

Vendor Name: Core & Main LP

Reasons for

Rejection: Bid rejected for failure to submit technical specifications as requested in "General Specification" section of bid specifications and for failure to provide a statement to the effect that the tubing to be furnished meets the material requirements in section "I. Materials" of the bid specifications.

REVIEWED BY:

Buyer Name: Melissa Ovalle

Date: 8/31/18

Chief Buyer: 

Date: 

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO \_\_\_\_\_

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) \_\_\_\_\_

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Core & Main LP

ADDRESS: 11323 Cloverland Ave.

CITY, STATE: Baton Rouge, LA ZIP: 70809

TELEPHONE: (225) 756-4122 FAX: (225) 756-4144

EMAIL ADDRESS: Kyle.Bueche@coreandmain.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 25,935.00

AUTHORIZED SIGNATURE: Kyle Bueche

8-24-18 Kyle Bueche

Printed Name

TITLE: Operations Manager

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00123808

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	48,000.00	FT	ONE (1) YEAR CONTRACT FOR THE SUPPLY OF POLYETHYLENE WATER SERVICE TUBING FOR THE JEFFERSON PARISH DEPARTMENT OF WATER  0010 - 3/4 INCH SIZE, POLYETHYLENE WATER SERVICE TUBING, 500 FOOT ROLL LENGTH  (38450)	.21'	19,080.00
2	24,000.00	FT	0020 - 1 INCH SIZE, POLYETHYLENE WATER SERVICE TUBING, 300 FOOT ROLL LENGTH  (38460)	.32'	7,680.00
3	6,000.00	FT	0030 - 2 INCH SIZE, POLYETHYLENE WATER SERVICE TUBING, 100 FOOT ROLL LENGTH  (38465)	1.09'	6,540.00
4	1,500.00	FT	0040 - 2 INCH SIZE, POLYETHYLENE WATER SERVICE TUBING, 300 FOOT ROLL LENGTH  (38465B)	1.09'	1,635.00

CTS  
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**CORPORATE RESOLUTION**  
*Limited Partnership Authorization*

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Core and Main LP  
INCORPORATED.

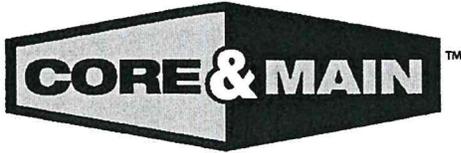
AT THE MEETING OF DIRECTORS OF Core & Main LP  
INCORPORATED, DULY NOTICED AND HELD ON Sept. 26, 2017,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT Kyle Bueche, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

*Stan Connor*  
SECRETARY-TREASURER

8.24.18  
DATE



Core & Main LP  
1830 Craig Park Court  
St Louis, MO 63146

**CERTIFICATE OF AUTHORITY  
(Branch Managers/District Managers)**

Name of Company: Core & Main LP f/k/a HD Supply Waterworks, Ltd., a Florida limited partnership

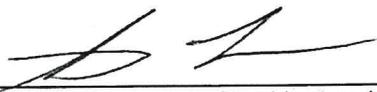
Reference: Contracts, Bids and Related Matters

Date: September 26, 2017

**THE UNDERSIGNED DOES HEREBY CERTIFY** that I am the President and CEO of Core & Main LP f/k/a HD Supply Waterworks, Ltd. ("Core & Main"), a Florida limited partnership, and am authorized to sign on behalf of Core & Main. As President and CEO, I am authorized to make and deliver this certificate. I do hereby designate each of the branch and district managers of Core & Main as my designees, and authorize each of them to execute and deliver, or cause to be executed and delivered, any and all bids and offers for furnishing materials and/or services, including related non-disclosure agreements, supply agreements, distributor agreements, purchase orders and similar agreements, provided that the annualized bid or contract price is not in excess of \$400,000 (the "Documents"), and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the company.

The authorization hereunder is effective as of the date hereof, and shall continue until the earlier of the undersigned's revocation of such authorization in writing, or the last date of the applicable employee's employment with the company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 26th day of September, 2017.

  
\_\_\_\_\_  
Stephen O. LeClair, President and CEO



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of New York, Inc.		NAMED INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
POLICY NUMBER: WC018177237 (IL,KY,NC,UT) EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL-Each Accident	\$1,000,000
and Employers' Liability	EL-Disease - Limit	\$1,000,000
Per Statute	EL-Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
POLICY NUMBER: WC 018177236 (ME) EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL-Each Accident	\$1,000,000
and Employers' Liability	EL-Disease - Limit	\$1,000,000
Per Statute	EL-Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
POLICY NUMBER: WC 018177234 (NJ, PA) EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL-Each Accident	\$1,000,000
and Employers' Liability	EL-Disease - Limit	\$1,000,000
Per Statute	EL-Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: American Home Assurance Company NAIC#: 19380  
POLICY NUMBER: WC 018177232 (CA) EFF DATE: 08/01/2018 EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	EL-Each Accident	\$1,000,000
and Employers' Liability	EL-Disease - Limit	\$1,000,000
Per Statute	EL-Disease - Each Emp	\$1,000,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis of New York, Inc.		NAMED INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Illinois National Insurance Company NAIC#: 23817  
 POLICY NUMBER: WC 018177233 (FL)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers' Liability Per Statute	EL-Each Accident EL-Disease - Limit EL-Disease - Each Emp	\$1,000,000 \$1,000,000 \$1,000,000

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company NAIC#: 23841  
 POLICY NUMBER: WC 031467785 (AK, AZ, VA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers' Liability Per Statute	EL-Each Accident EL-Disease - Limit EL-Disease - Each Emp	\$1,000,000 \$1,000,000 \$1,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: CA 9581298 (MA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability Any Auto	Combined Single Limit	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: CA 9581297 (VA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability	Any Auto Combined Single Limit	\$2,000,000

Non-Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared: KYLE BUECHE, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Manager of Core & Main (Entity), the party who submitted a bid in response to Bid Number 50-00123808, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B  there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

**Choice B**  There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*

That no part of the contract price received by Affiant 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 in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Kyle Bueche  
Signature of Affiant

Kyle Bueche  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 29<sup>th</sup> DAY OF AUGUST, 2018.

James Galladora  
Notary Public

JAMES GALLADORA  
Printed Name of Notary

312  
Notary/Bar Roll Number

My commission expires \_\_\_\_\_

*James Galladora  
Notary # 312  
East Baton Rouge Parish, LA  
My Commission is for life*

Print

Notary Search - Detail

Name: MR. JAMES GALLADORA  
Address: P. O. BOX 174  
ALBANY, LA 70711

Phone: (225) 223-7940  
Phone 2: (225) 567-3353

Notary ID Number: 312

Parish: LIVINGSTON with authority in the following parishes:  
ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERVILLE, POINTE COUPEE, WEST BATON ROUGE, WEST FELICIANA, ST. HELENA,  
TANGIPAHOA

Agency: N/A  
Notary Type: Non Attorney  
Status: Active

Commission Date: 05/24/2005  
Oath Date: 05/19/2005  
Surety Expiration Date: 04/29/2023  
Annual Report Current: Yes

Notary Events

Suspension From: 04/30/2018 To: 05/09/2018  
Parish Change Previous Parish: TANGIPAHOA Previous Commission Date: 03/14/1995  
Parish Change Previous Parish: ASCENSION Previous Commission Date: 05/16/1988

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

[Back to Search Results](#) [New Search](#)



Surety  
202B Halls Mill Road, PO Box 1650  
Whitehouse Station, NJ 08889-1650

O + 908.903.3485  
F + 908.903.3656

**Federal Insurance Company**

**AIA Document A310™ - 2010 Bid Bond**

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

*(Name, legal status and address):*

CORE & MAIN LP  
11323 Cloverland Avenue  
Baton Rouge, LA, 70809

**SURETY**

*(Name, legal status and principal place of business):*

**Federal Insurance Company**  
**202B Halls Mill Rd., PO Box 1650**  
**Whitehouse Station, NJ 08889-1650**

**OWNER**

*(Name, legal status and address):*

JEFFERSON PARISH  
200 Derbigny Street, General Government, Suite 4400  
Gretna, LA 70053

**BOND AMOUNT**

Five percent of amount bid., 5% of Amount Bid

**PROJECT**

*(Name, location or address, and Project number, if any)*

Supply of Polyethylene Water Service Tubing - Bid No. 50-00123808

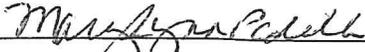
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of August, 2018

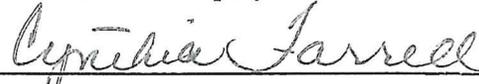
CORE & MAIN LP

  
\_\_\_\_\_  
(Witness) Mary Lynn Padilla

\_\_\_\_\_  
(Principal)  
  
\_\_\_\_\_  
(Title) Frances Rodriguez  
Attorney-In-Fact

(Corporate Seal)

  
\_\_\_\_\_  
(Witness) Grace Laterza

**Federal Insurance Company**  
  
\_\_\_\_\_  
(Attorney-in-Fact) Cynthia Farrell

(Corporate Seal)

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, KeAna Conrad, Cynthia Farrell, Frances Rodriguez, Camille Cruz, Sara Owens, Melissa Fortier, Elizabeth Sterling, Jennifer Jakaitis, Marina Tapia, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: September 1, 2017

*Mark Witkowski*  
\_\_\_\_\_

Name: Mark Witkowski

Signed in the presence of:

*Jessica K. [Signature]*  
\_\_\_\_\_  
Witness

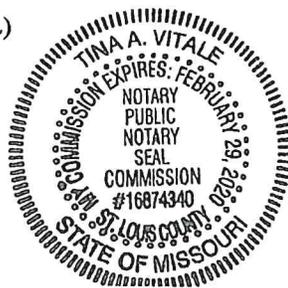
*[Signature]*  
\_\_\_\_\_  
Witness

Subscribed and sworn to before me on 9/1/2017

*Tina A. Vitale*  
\_\_\_\_\_  
Notary Public, [County/State] Missouri

My commission expires: 2 29 2020

(SEAL)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Edward J. Reilly, Frances Rodriguez and Nancy Schnee of New York, New York-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 31st day of January, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 31st day of January, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318985
Commission Expires July 16, 2019

Signature of Notary Public

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

AUG 24 2018



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

**JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

**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 exposures 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.

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being**

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note:** This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

**DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



**Bid Number 50 - 00123808**

**ONE (1) YEAR CONTRACT FOR THE SUPPLY OF POLYETHYLENE WATER SERVICE TUBING FOR THE JEFFERSON PARISH DEPARTMENT OF WATER**

**BID DUE: August 30, 2018, 2:00 PM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Buyer Name: Melissa Ovale  
Buyer Email: [movalle@jeffparish.net](mailto:movalle@jeffparish.net)  
Buyer Phone: (504) 364-2687**



# JEFFERSON PARISH

## Department of Purchasing

**Michael S. Yenni**  
Parish President

**Renny Simno**  
Director

**July 2018**

### CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

#### **Other Changes Continued:**

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- **Proof of insurance in the form of a current certificate evidencing coverages is required with bid submission.** Bidders must read the insurance requirements attachment included in each bid package for specific instructions. Upon contract execution, successful bidder must produce final insurance certificates in accordance with Jefferson Parish insurance requirements.

**Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.**

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

Joseph S. Yenni Building – 1221 Elmwood Park Blvd., Ste. 404, Jefferson, LA 70123  
Office 504.364.2678  
General Government Bldg. – 200 Derbigny St – Suite 4400 - Gretna, LA 70053  
Office 504.364.2678  
Email: [Purchasing@jeffparish.net](mailto:Purchasing@jeffparish.net) Website: [www.jeffparish.net](http://www.jeffparish.net)

# 223298

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Core & Main LP**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/Volante  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) >

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
Exempt payee code (if any)  
Exemption from FATCA reporting code (if any)  
(Subject to a credit for withholding on the U.S.)

5 Address (number, street, and apt. or suite no.)  
**1830 Craig Park Court**

6 City, state, and ZIP code  
**St. Louis, MO 63146**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  
 [ ] - [ ] - [ ]

OR  
 Employer identification number  
 0 3 - 0 5 5 0 8 8 7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > *Stacy Samby* Date > *8-23-17*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **Polyethylene Water Service Tubing Contract Specifications for Bid 50-00123808**

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### **Items Included In This Contract:**

- ¾" Polyethylene Water Service Tubing
- 1" Polyethylene Water Service Tubing
- 2" Polyethylene Water Service Tubing

### **Contract Terms:**

One (1) year contract for a supply of polyethylene water service tubing for the Jefferson Parish Department of Public Works-Water (all divisions)

### **Warranty:**

Products shall be warranted that they are manufactured in accordance with the applicable material specifications and are free from defects in workmanship and materials for one year after delivery. Any defective items sold under this contract shall be replaced at no cost to the purchaser.

### **General Specifications:**

These specifications are prepared for the purpose of furnishing and delivering new coils of ¾", 1", and 2" polyethylene PE3408/PE3608, DR9, conforming to ASTM D2737, AWWA C901, cell class 345464C, SDR 9 plastic water service tubing for the Department of Public Works, all Water Districts.

The quantities shown on the proposal guide are approximate quantities to be acquired by Jefferson Parish over a one (1) year period. Actual usage will be on an "as needed" basis.

**All technical specifications must be submitted with the bid. Failure to comply will result in bid being considered non-responsive and rejected.**

For bidding purposes, vendors are to quote prices for a one (1) roll (single roll) delivery only. Quantity discount will not be accepted.

Successful bidder will be allowed 7 calendar days, from the date of contract execution, to stock and maintain sufficient quantities on hand to meet the needs of Jefferson Parish. Vendor will ship requested quantities (as indicated on purchase order) after seven (7) calendar days. Note that no order shall be placed until after the 7th day.

Bid delivery shall include all freight and delivery costs to Jefferson Parish warehouse locations on the East Bank and West Banks of Jefferson Parish.

**Technical Specifications:**

Approval for portable water tubing shall meet the specifications of the national sanitation foundation testing laboratories, Inc. These specifications require that the tubing shall be manufactured of virgin PE plastic, that no regrind material shall be used and that it is satisfactory of transportation of potable water.

**I. Materials:**

The material used in the production of the tubing shall be fabricated from high density, very high molecular weight polyethylene. **A statement to the effect that the tubing to be furnished meets this requirement must be furnished with the bid either on the technical specifications submitted with the bid or written on the bid form. Failure to provide this statement with bid submission will result in bid rejection.**

Material specification for high-density polyethylene resin used in water service pipe and tubing physical properties.

<u>Property</u>	<u>ASTM Method</u>	<u>Value</u>
Density	D-1505	App.0957 GMS/CC
Melt Index	D-1238 (Condition F)	1.5 GMS/10 Min
Test Method For Tensile Properties Of Plastics	D-638	3500 PSI
Material Cell Classification	D-3350	34546C

**II. Hydrostatic Design Stress Requirements:**

The hydrostatic design stress of the polyethylene tubing made from this material shall be 800 PSI long term design strength for water 73.4 °F, as recommended by the plastic pipe institute, a division of the society of plastic industry.

**III. Workmanship:**

The tubing shall be homogenous throughout, and free from visible cracks, holes, foreign inclusions or other defects. The tubing shall be as uniform as commercially practicable in color, capacity, density, and other physical properties.

**IV. Markings:**

The tubing shall be permanently imprinted and shall include the following, spaced at intervals of not more than three (3) feet:

- The nominal tubing size  $\frac{3}{4}$ ", 1", or 2".
- The type of PE plastic tubing material in accordance with the designation code of PE3408/PE3608.
- Standard dimension ratio, SDR 9-OD.
- The pressure rating for water at 23°C (73°F), 200 psi
- The ASTM specification designation with which the tubing complies
- The manufacturer's names (or trademark) and code. It also shall include the seal of approval (or "NSF" mark) or the national sanitation foundation.

**V. Packaging:**

Tubing shall be coiled and package for protection against dirt and damage during shipment, handling, and storage. Tubing package shall be fully labeled with brand name and manufacturer, the NSF seal, and the size and coil length. The  $\frac{3}{4}$ " inch size tubing shall be package in 500' lengths, the 1" size in 300' lengths, the 2" size in 100' lengths and 2" size in 300' lengths.

**VI. Dimensions Of Polyethylene Water Tubing:**

Nominal O.D. shall conform to the dimensions of copper tubing for use with standard fittings or compression type fittings. This wall thickness for 200 psi working pressure for  $\frac{3}{4}$ " and 1" tubing shall be dictated by the 800 psi hydrostatic design stress and a dimensional ratio of 9 O.D.

DATE: 8/15/2018  
BID NO.: 50-00123808

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

## JEFFERSON PARISH

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: MOVALLE@jeffparish.net

**BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 8/30/2018 AND PUBLICLY OPENED THEREAFTER.**

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

### LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

### 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. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

**Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)**

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON 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 JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, 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. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders 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 of 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. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

**10, 12, 13, 15**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.