



ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

## NOTICE TO BIDDERS

### ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until **2:00 p.m., Thursday, October 31, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 24-50-2 – Lacombe Trace Trails & Nature Park (Restroom)**

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

**The project classification is:**

**Materials**

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidexpress.com](http://www.bidexpress.com).

Procurement Department

# **BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR:  
LACOMBE TRACE TRAILS & NATURE PARK (RESTROOM)

BID NO.: 24-50-2

September 2024

**Section 01**

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## Section 02

### Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is not required for this bid. Be sure that your bid is properly signed. The bid must be fully completed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder understands the limited contract time will be determined at the time of contract award for the days, and shall submit any request for an extension of time in accordance with the General and any Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. **The Bidder's signature on the "Material Bid Price Form" will serve as acknowledgment of the Bidder's receipt and understanding of any Supplementary Conditions.**
7. Only the Material Bid Price Form and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Material Bid Price Form will be furnished for Bidding.
8. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
9. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, and the Project name and the Bid number. In the case of an electronic bid proposal, a vendor may submit an authentic digital signature on the electronic bid proposal and the Bid number.
10. The price quoted for Materials shall be stated in figures on the Material Bid Price Form. The price in the Bid shall include all costs including freight necessary for the complete delivery of the Materials in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes.
11. The Bid shall be signed by the Bidder. The information required on the Material Price Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
12. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
13. A Bid may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Bid will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.

14. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
15. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
16. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Vendor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Bidder shall thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
20. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Vendor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Vendor shall be presumed to have consulted with its own independent legal counsel.
21. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
22. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government**  
**Department of Procurement**  
**21454 Koop Drive, Suite 2-F**  
**Mandeville, LA 70471**

23. Complete sets of Drawings, Specifications and Contract Documents may be secured on Bid Express at [www.bidexpress.com](http://www.bidexpress.com) or the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>  
(as applicable)  
See Notice to Bidders for availability via electronic methods.
24. The Parish reserves the right to award items separately, Grouped or on an All-or-None basis and to reject any or all bids and waive any informality. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
25. Failure of the successful Bidder to execute the Contract within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
26. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
27. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
28. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
29. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:
- The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
  - A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
  - Copies of relevant documents;
  - All information establishing that the protester is an interested party and that the protest is timely; and
  - A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

30. The last day to submit questions and/or verification will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquiries must be submitted via fax to 985-898-5227, or via email to [Procurement@stpgov.org](mailto:Procurement@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
31. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
32. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
33. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the vendor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the vendor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting vendor will be considered.
34. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) should be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
35. If any part of the provisions contained herein and/or in the Specifications and Contract for the materials delivered shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

36. Notwithstanding any other provision of La. R.S. 38:2251 to the contrary, the following preferences shall apply only to bidders whose Louisiana business workforce is comprised of a minimum of fifty percent (50%) Louisiana residents.

1) Do you have a Louisiana Business workforce? \_\_\_\_\_ yes \_\_\_\_\_ no

2) If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? \_\_\_\_\_ yes \_\_\_\_\_ no

A. In accordance with the provisions of La. R.S. 38:2251, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of Title 38 of the Louisiana Revised Statutes may purchase such materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in La. R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the State by more than ten percent (10%).

(2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one (1) bidder offers Louisiana items which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

Do you claim this preference? \_\_\_\_\_ yes \_\_\_\_\_ no

Specify line number(s) \_\_\_\_\_

Specify location within Louisiana where product is produced, manufactured, or assembled:

\_\_\_\_\_  
(NOTE: if more space is required, include on a separate sheet.)

Failure to specify above information may cause elimination from preferences.



## Section 03

### Specifications

#### I. Specifications

The St. Tammany Parish Department of Planning and Development requests proposals for a pre-engineered restroom building for the Lacombe Trace Trails & Nature Park (Restroom) project.

The building will be designed as a complete building package in accordance with the specifications, listed below and attached herein.

-Specification: Section 133423 - PreEngineered Restroom Building

#### II. Delivery Address:

28254 Main Street (approximate address)  
Lacombe, LA 70445

**Note: The delivery date to the above-listed location is TBD. The Parish is requesting that the material be held until we have a definite date for delivery.**

#### III. Documents: Bid Documents dated September 2024, and entitled:

Lacombe Trace Trails & Nature Park (Restroom)

**BID No. 24-50-2**

#### IV. OTHER REQUIREMENTS (as applicable)

The bid pricing sheet shall be for materials and shall include F.O.B. All products shall be new and of current manufacturer. Where specified on the bid sheets/specifications, prices shall be for the approved Make/Brand or a Prior Approved Equal by the Parish. Where the specifications do not indicate an Approved Make/Brand for an item, the Parish has no preference. The name of any manufacturer mentioned in the specifications is for the purpose of establishing a minimum acceptable standard of quality desired by the Parish. All products bid must have prior approval as "Prior Approved Equivalents". Responses MUST be submitted on the attached Bid Pricing Sheet (Section 04).

The Contractor is required to comply and ensure that all work must be performed according to the Federal contract provisions (Section 06).

## SECTION 133423 – PRE-ENGINEERED RESTROOM BUILDING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The work shall include furnishing the sealed architectural, structural, and mechanical plan sets and furnishing the structural and mechanical building components as a complete, pre-designed restroom building package as specified herein.

#### 1.2 GENERAL REQUIREMENTS

- A. Packaged building design and the engineering and furnishing of all specified building package components shall be supplied by an approved manufacturer, hereafter designated as the building supplier.
- B. The building supplier shall be a single source design, engineering, and manufacturing firm who shall meet all the following requirements.
- C. The packaged building shall be a current standard product of the building supplier.
- D. The building supplier must meet or exceed the product specifications.
- E. Bidders are required to provide a complete submittal package by bid opening date with full plan sets, and all pre-engineered structural items.
- F. Any products proposed as "or equal" that are not as specified must be specifically listed in the building supplier submittal package and accompanied by manufacturers data sheets for review. These products will be approved or denied prior to the bid opening. Incomplete submittals will be rejected and returned to the bidder.
- G. The building and its concrete footings, foundation, and slab are to be engineered by the building supplier to meet site-specific conditions, including wind and snow loading, local frost depth, and ground conditions.
- H. Fasteners that are normally included with individual components, as well as any atypical fasteners, shall be supplied by the building supplier.
- I. The building is to be designed and constructed to meet local codes and approvals for permanent structures. Any building that is temporary, permanently relocatable, prefabricated modular, an offsite constructed product, or constructed of precast material is not an accepted equal to permanent, onsite, conventional construction.
- J. No approval by any external entity will override the local building authority's codes and inspections. Seals meant for modular homes and production plant certifications will not be

allowed in lieu of sealed plans from a licensed engineer and conventional inspection during construction.

- K. Building sidings, treatments, and roofing are to be as specified. Precast buildings with painted textures are not considered architecturally equivalent.
- L. The building supplier shall provide complete, code-compliant building plans including plans, elevations, sections, and details, under seal of a National Kitchen and Bathroom Association (NKBA) certified technical designer.
- M. The building supplier shall provide complete structural calculations meeting code for design loads and seismic design under seal of a professional Engineer with current license in the state of Louisiana.
- N. The reviewing authority reserves the right to review or reject all submittals at its sole discretion.
- O. All work and materials shall comply with current industry building codes and regulations for the state where the project is located.
- P. Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be followed in design, manufacture, and construction.

### 1.3 DESIGN & SUBMITTAL DOCUMENTATION

- A. The building supplier work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
- B. The building will be designed as a complete building package to be delivered to the job site for construction on-site by the contractor.
- C. Within one (1) week of contract award, the building supplier shall submit the packaged building preliminary Scope of Supply and Design Submittal (SSDS), including the building plan view and elevation drawings.
- D. The building supplier will provide complete submittal documentation in the building supplier's standard electronic submittal format for review.
- E. The preliminary SSDS will be reviewed by relevant parties and returned to the building supplier with any required revisions to the terms, product data sheets, and/or building plan view and elevation drawings noted as comments.
- F. The building supplier shall make any required corrections or revisions and resubmit the preliminary SSDS until the preliminary SSDS is approved by the relevant parties.
- G. Once the preliminary SSDS has been approved, the building supplier will provide full sealed plan sets stamped by an engineer licensed in the state that the building is located for review by the permitting authority.

- H. Up to three (3) wet stamped sets of the plans and structural calculations shall be provided by building supplier before any additional fees apply. Standard plan set size is 11" x 17".
  - I. Permitting authority will review the full sealed plan set and return with any required revisions or corrections noted as comments.
  - J. Building supplier shall provide one full round of sealed plan revisions in response to permitting authority comments before any additional fees are allowed.
  - K. The following sections shall be included in the building supplier's preliminary Scope of Supply and Design Submittal. Incomplete submittals will be rejected and returned to the bidder:
    - 1. Introduction
    - 2. Building design
      - a. Supplied items
      - b. Excluded items
      - c. Plan view and elevation drawings
    - 3. Product data
    - 4. Warranty and limitation
- Note: Overall site plan is not part of building supplier's scope.

#### 1.4 WARRANTY

- A. The building package and all associated components provided by building supplier shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from the date of acceptance. Acceptance is the date of delivery of the building package, or, if delivery is delayed for any reason beyond the building supplier's control, the date that the building and all its associated components were ready to deliver.
- B. Building supplier shall pass through to owner all relevant manufacturers warranties for individual products and components of the building package.

### PART 2 - PRODUCTS

#### 2.1 BUILDING PACKAGE

- A. Basis of Design: Subject to compliance with requirements, provide the following pre-engineered building product or other approved equivalent:
  - 1. Model - 1012 Aspen Double EXT as manufactured by:
    - a. Romtec, Inc.  
18240 North Bank Road, Roseburg, OR 97470  
Tel: 541-496-3541; Fax: 541-496-0803  
Email: Rlsales@romtec.com; Web: www.Romtec.com
  - 2. Approved Equivalent: Alternate building supplier will be considered in accordance with provisions of Section 1.

## 2.2 BUILDING PACKAGE PRODUCT DESCRIPTION

- A. General: Compact, waterless restroom with two (2) ADA-compliant, single user toilet rooms and vault style toilets.
- B. Waterless Restroom Fixtures
  - 1. Waterless restroom components shall be supplied by building supplier.
  - 2. Underground vault shall be 750-gallon polyethylene vault with steel reinforced center column.
  - 3. Vent pipe for vault:
    - a. Inner diameter of 12" and black polyethylene
    - b. Vent pipe to have bird screen
  - 4. Toilet riser for vault shall be:
    - a. Single piece, 18", white polyethylene molded double walled riser with safety bars and a heavy duty seat and pre-installed lid.
  - 5. Grab bars shall be stainless steel.
  - 6. Surface mount, waterless hand sanitizer dispenser.
  - 7. Toilet paper dispenser shall be stainless steel, wall mount with three roll capacity.
- C. Structure
  - 1. Concrete Masonry Units (CMU) shall be supplied by building supplier
    - a. Walls shall be constructed of 8"W x 16"L x 8"H smooth-face mortar joint concrete masonry units (concrete blocks).
    - b. Blocks shall be manufactured to ASTM C90 designation for load bearing concrete masonry units.
    - c. Block color: Gray.
  - 2. Sanitary tile cove base on interior restroom walls to be supplied by building supplier.
  - 3. Exterior wall finish shall be fiber cement board and batt siding.
    - a. Siding shall be mounted over OSB sheathing supplied by building supplier.
  - 4. Interior floors shall be sealed concrete.
  - 5. Polycarbonate gable windows shall be supplied by building supplier.
    - a. Windows shall include pre-assembled steel frame with 1/8" thick polycarbonate with translucent pebble finish.
    - b. Steel frames are primed and painted black
  - 6. Kick proof wall vents for natural ventilation shall be supplied by building supplier.
    - a. Pre-assembled steel frame with 10-gauge, 1" square lock joint wire weave mesh and interior louver with integral insect screen.
    - b. Vents are primed and painted black.
  - 7. Door system components shall be supplied by building supplier.
    - a. Doors shall be Steelcraft® SL 18, or approved equivalent, standard laminated honeycomb core and 18-gauge galvanized steel.
    - b. Door frame shall be Steelcraft®, or approved equivalent, pre-welded 3-Sided flush frame, 16-gauge galvanized A-60 steel.
    - c. Doors and frames to be powder coated with undercoating (Color to be selected by owner).

- d. Masonry door clips (3/16" dia.) for door frame shall be fitted between the doorframe and concrete blocks to bond frame to wall. Door clips allow full internal grouting of the frame during installation.
- e. Hinges shall meet ANSI A5112 with non-removable pin and two ball bearings.
- f. Door closer shall be Hager 5100 Series Grade 1, or approved equivalent, constructed of cast iron, making it ideal for heavy duty, high use and abusive environments.
- g. Door to have 0.038" gauge, stainless steel protection plates.
- h. Doors to have aluminum alloy 6063, TS temper mill finish saddle thresholds, NGP model 424E, or approved equivalent.
- i. Door lock shall be Grade 2, standard duty commercial cylindrical lever locks with no exposed mounting screws.
- j. Hager 341C, or approved equivalent, latch protection plate with lock cut out.

D. Roofing

- 1. The following roof components shall be supplied by building supplier.
  - a. Glulam beam shall be 24F-V4 and architectural grade.
  - b. Tongue & groove decking shall be 2x6 V-edge deck boards, select deck Douglas fir.
  - c. Exposed steel components are powder coated black
  - d. Glulam beam and steel post roof extension for covered entry.
  - e. Deck mount 15"x46" Skylight.
- 2. Roofing to be Fabral or approved equivalent, 29 gauge, Grand-Rib 3 roof panels with exposed fasteners.
  - a. Roofing package shall include inside and outside foam closures, matching trim (eaves, gables and ridge) and fasteners, sheet metal flashing (all sides), and 30# felt (under metal).
  - b. Roofing color to be selected by the owner from the manufacturers standard color chart.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. The building supplier freight shall be based on delivering the product on a 48' to 53' flatbed or van truck and trailers, or as close to those dimensions as can legally access the site. Overall dimensions of the truck and trailers allowed to access the site are: 70' overall length, 102" wide and 156" high.
- B. Building supplier shall deliver organized building package components in stages as shrink-wrapped pallets that correspond to a typical sequence of construction. A bill of material stating the stages of palletized components shall be included with every delivery.
  - 1. Stage 1 pallets shall include structural components such as block, frames, vents, beams, connectors, trusses, etc.
  - 2. Stage 2 pallets shall include second stage structural components such as filler wall material, windows, skylights, roofing, etc.

3. Stage 3 pallets shall include structural finish components such as siding material, tile, doors etc.
4. Stage 4 pallets shall include plumbing fixtures and other finish materials such as toilets, sinks, accessories, etc.

END OF SECTION 133423

**SECTION 04**

**MATERIAL BID PRICE FORM**

**Bid No.: 24-50-2**

**Lacombe Trace Trails & Nature Park (Restroom)**

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, all in strict accordance with the Bidding documents.

*Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number of addenda that the Bidder is acknowledging)*

\_\_\_\_\_.

**Total quote amount (Dollars):** \$ \_\_\_\_\_

**Total quote amount (Written):** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PHONE#:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THE FOLLOWING ITEM TO BE INCLUDED WITH THE SUBMISSION OF THIS MATERIAL BID PRICE FORM:**

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



SECTION 05

**CONTRACT FOR MATERIALS OR SUPPLIES**

**Contract No.: «txtMunisContractNum»**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and Crawler Supply, Co., an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Vendor") do hereby enter into contract under the following terms and conditions.

The Parish has caused Contract Documents to be prepared for purchasing certain supplies as specified in the accompanying documents, and

The Parish has solicited/advertised to/for Vendors, has received, analyzed same and duly awards a contract to the "Vendor" for Materials or Supplies as stated more in detail in the documents hereto attached:

This contract is awarded on a unit price, "As Needed" basis according to the specifications provided. St. Tammany Parish Government takes no responsibility for payment of orders not following proper procedure.

**1. SCOPE OF SERVICES AND PAYMENT**

1.1 The Parish requires the Vendor to:

«txtScopeSummary»

1.2 Further details of the work and the responsibilities of the Vendor will be provided in the documents, a copy of which will be maintained by the supervising Department and the Procurement Department. The Parties are bound to these details and responsibilities as if copied herein in extenso. Vendor will invoice Parish as deliveries are made, and verified by the supervising Department. Vendor agrees to update, provide and/or

substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

## **2. JURISDICTION**

This Contract shall be deemed to be a Contract made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Vendor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany Parish shall apply.

## **3. SEVERABILITY**

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

## **4. LIABILITY AND INDEMINIFICATION**

### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

## **B. Contractor Liability**

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

## **C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

## **D. Indemnification**

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **5. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

### **B. Cancellation**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill

the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

**C. Suspension**

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

**D. Default of Contractor**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

**E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney**

fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

## **6. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Vendor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Vendor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Vendor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **One (1)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**WITNESSES:**

**VENDOR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**



**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_  
Michael B. Cooper  
Parish President

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
Assistant District Attorney  
Civil Division

\_\_\_\_\_  
Date

## **Section 06**

### **Department of the Interior (DOI) 30 CFR 1219.410**

#### **1. Equal Employment Opportunity**

The Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

#### **2. Copeland Anti-Kickback Act**

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

#### **3. Davis Bacon and Related Acts**

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

#### **4. Contract Work Hours and Safety Standards Act**

The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

#### **5. Rights to Inventions, Copyrights, and Rights in Data**

The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data.

#### **6. Records Access and Retention**

The Contractor agrees to grant access by Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

#### **7. Debarment and Suspension**

The Contractor is prohibited from awarding any subcontract expected to equal or exceed \$25,000 to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at [www.epls.gov](http://www.epls.gov).

## **8. Energy and Environmental Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1998, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this contract.

## **9. Reporting**

The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

## **10. Clean Air and Water Acts**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). These regulations are herein incorporated by reference in this contract.

## **11. Legal Remedies**

Contracts must include administrative, contractual, and legal remedies for use in cases in which contractors violate or breach contract terms. The contract must also make clear the remedial actions which you may take.

## **12. Termination**

Contracts in excess of \$10,000 must explain the conditions under which you may terminate them for cause or for your convenience, including the process for bringing about the termination and the basis for settlement.

## **13. Release of Funds**

The Contractor agrees that no award, or execution of contract, or Notice to Proceed, will occur until a Release of Funds is issued by HUD for CDBG-DR Disaster Recovery funds.

## **14. Section 3**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

## **ARTICLE XXI – BUILD AMERICA, BUY AMERICA**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

### *Waivers*

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may

waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
1. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
1. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

### *Definitions*

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States