



Bid Number 50-00143567

Labor, Material and Equipment as Needed to Provide and Install a Play Structure at Little Jefferson Park for the Department of Parks and Recreation

BID DUE: November 7, 2023 AT 2:00 P.M.

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 on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Doris Abraham
Buyer Email: DABRAHAM@jeffparish.net
Buyer Phone: 504-364-2690**

PUBLIC WORKS BID INSTRUCTIONS

A. LOUISIANA CONTRACTOR’S LICENSE FOR THIS PROJECT

Must be in the following category:

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of Jefferson Parish Ordinance No. 13574, as amended a copy of which may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053.

B. PROBABLE CONSTRUCTION RANGES AND PRICES

Range of the Probable Construction Cost for Base Bid: _____

Range of the Probable Construction Cost for Alternate No. 1: _____

Range of the Probable Construction Cost for Alternate No. 2: _____

Range of the Probable Construction Cost for Alternate No. 3: _____

**Range of the Previous Contract Cap
(Public Work Maintenance Contract):** _____

The purpose and intention of this invitation to bid is to afford all suppliers/contractors an equal opportunity to bid on construction, maintenance, repair, operating, services, supplies and/or equipment listed in this bid proposal. Jefferson Parish will accept one bid only from each vendor. Items bid on must meet or exceed specifications. Where brand names, make, manufacturer or stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bidders may submit for products of equal quality, style, type and character, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

The price quoted for the work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

The quantities listed on the bid form are prepared for comparison of bids and may be approximate. Payment to the contractor will be made in accordance with measurement and payment requirements for bid items and other requirements of the project specifications. Bid item quantities may be increased, decreased, or omitted as provided in the specifications.

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 after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.

C. METHODS OF BID SUBMISSION

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at no charge via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net. Registration and use of this site are free to Jefferson Parish vendors. Additional instructions are included in the text box highlighting electronic procurement.

Only bids properly signed (see more below) will be accepted. **NO LATE BIDS WILL BE ACCEPTED.** The name of the bidder must be legibly shown. If the bidder is an individual, their name and address should be shown. If the bidder is an entity, the name of the person given the requisite authority to submit the bid on behalf of the entity shall be shown and the address of the entity's place of business should be shown.

Evidence of agency, corporate, limited liability or partnership authority of the person submitting and signing the bid is required for submission of bid. A copy of a corporate resolution or other signature authorization shall be required for submission of the bid. Failure to include a copy of the appropriate signature authorization will result in the rejection of the bid unless bidder has complied with LSA-R.S. 38:2212(B)(5). Photostatic or font signatures shall result in the bid being rejected. However, an electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a secured digital signature. A sample corporate resolution and sample certification of sole proprietorship can be downloaded from the Jefferson Parish Purchasing Department's website <http://purchasing.jeffparish.net>, or you may provide your own document.

D. TIMELINES

1. Prior to the closing time for receipt of scheduled bids

A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided a request in writing, executed by the bidder or his duly authorized representative, is filed with the Parish prior to that time. When such a request is received, the bid will be returned to the bidder unopened. However, no bid can be modified, corrected or withdrawn after the time set for closing such bid, except as provided by LSA-R.S. 38:2214(C) & (D).

The Parish, its engineers, architects or anyone distributing plans and specifications for Parish public work projects, equal to or over the contract limit as defined in LA-R.S. 38:2212, shall furnish all prime bidders who request bid documents and who are properly licensed by the Louisiana State Licensing Board for Contractors with at least one set of complete bid documents. A deposit or fee may be charged on the documents as authorized by LA-R.S. 38:2212.

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment 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 the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also 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 or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to

his bid and the responsibility in the premises rests with him. Submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

Any pre-bid test and boring data in connection with subsurface conditions which have been completed by the Parish or its engineers and furnished to the bidder shall not be considered as fully representative of subsurface conditions existing throughout the area tested nor shall they in any way be binding upon the Parish, it being understood that said data is furnished the bidder for his convenience only and the bidder shall be solely responsible for conducting his own boring explorations he deems necessary in preparing his bid. Any prospective bidder wishing to conduct boring explorations on Parish property must obtain written permission from Jefferson Parish prior to such explorations.

No claims shall be made against the Parish for additional compensation due to unforeseen subsurface conditions arising during progress of the work and which might be in variance with the Parish's pre-bid boring data.

2. Post-closing time for receipt of scheduled bids

Except as where provided by law, bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Parish issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

The Parish of Jefferson reserves the right to cancel this contract for convenience by issuing a thirty (30) day written notice to contractor.

E. BID REVIEW AND AWARD

1. Rejection of Bids

- a. Jefferson Parish may reject any and all bids for just cause in accordance with LA R.S. 38:2214(B). Just cause, for the purpose of the construction of public works, is defined, but is not limited to, the following circumstances:
 - (1) The public entity's unavailability of funds sufficient for the construction of the proposed public work.
 - (2) The failure of any bidder to submit a bid within an established threshold of the preconstruction estimates for that public work, as part of the bid specifications.
 - (3) A substantial change by the public entity prior to the award in the scope or design of the proposed public work.
 - (4) A determination by the public entity not to build the proposed public work within twelve months of the date for the public opening and reading of bids.
 - (5) The disqualification by the public entity of all bidders.

- b. Additionally, bids may be considered irregular and be rejected for any of the following, but is not limited to the following circumstances:
- (1) If the bid form is on a form other than that furnished by the Parish or if the form is altered or any part thereof is detached.
 - (2) If affidavits included in bid form and/or required by law are not returned with the bid or are not properly executed and notarized.
 - (3) If there are unauthorized additions, conditional or alternate bids or irregularities which alter the general terms and conditions, the plans or specifications, or make the bid incomplete, indefinite, or ambiguous as to its meaning.
 - (4) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
 - (5) If an owner or a principal officer of the bidding firm is an owner or a principal officer of a firm which has been declared by the Parish to be ineligible to bid.
 - (6) If the proposed bid security does not meet the requirements of Section J.
 - (7) If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.
 - (8) The bid is not properly signed or the authority of the signature person submitting the bid is deemed insufficient or unacceptable.
 - (9) If the bidder does not possess the proper license(s) required as noted in the specifications.
 - (10) Any other reasons for rejection set forth by State or Parish laws, Ordinances or Resolutions.
- c. In awarding contracts for materials and supplies, Jefferson Parish shall reject the lowest bid if received from a bidder domiciled in a Communist country, or if the materials or supplies are manufactured in a Communist country, including but not limited to China, North Korea and Vietnam, and to award the contract to the next lowest bidder. This Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States. (LSA-R.S. 38:2212.3)

2. Disqualification of Bids

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
 - iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
- (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
 - (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
 - (7) Failure to secure and/or maintain necessary licenses and/or permits;
 - (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance; or failure to comply with or meet bid specifications and/or failure to be a responsible bidder.
 - (9) A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

3. Award of Contract

The award of the contract, if it be awarded, will be by the Parish to the lowest responsive and responsible bidder whose proposal shall have complied with all the bid requirements. The successful bidder will be notified via the e-Procurement site that his bid has been accepted. No contract shall be executed with any contractor until their certificates of insurance, performance bonds, labor and materials payment bonds, or any other bonds required are made satisfactory to the Parish.

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 responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

Preference will be given to bidders requesting a preference in their bid in accordance with LSA-R.S. 38:2251-2261 for materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the State of Louisiana, unless federal funding is directly spent by Jefferson Parish on this project.

The successful bidder shall execute the contract with the Parish in the form of the contract included in the specifications, a copy of which is annexed hereto, in such number of counterparts as the Parish may request within twelve (12) days after receipt of notice of award of the contract by the Parish. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-913 of the Jefferson Parish Code of Ordinances.)

Upon full execution of the contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows:

The work shall be substantially complete within ____ calendar days of the written notice to proceed and completed and shall be ready for final acceptance no more than 30 calendar days after substantial completion.

F. SALES TAX EXEMPTION

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 is 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 (Parish), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Parish will furnish to contractor a certificate form which certifies that Parish 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, and report to Parish the amount of taxes not incurred.

G. LIQUIDATED DAMAGES

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of \$_____ for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

In addition to, but not in lieu of the per diem liquidated damages, Parish shall also be entitled to recover from the contractor or the contractor's surety additional liquidated damages as detailed in Resolution No. 141125, as amended. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions:

- (1) Extended Architectural and/or Engineering Fees \$ _____ /hour
- (2) Extended Resident Project Representative Fee \$ _____ /hour
- (3) Extended Construction Management Fees \$ _____ /day
- (4) Extended Parish's Overhead and Personnel Expenses \$ _____ /hour

- (5) Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times.

Whenever contractor's work requires inspections in excess of the budgeted amount for inspection, the contractor shall reimburse the Parish for the additional costs incurred by the Parish attributable to inspection of the contracted project in excess of the budgeted amount for inspections.

The reasonable budget for such inspections is \$_____. Resident Project Representative overtime rates shall be calculated at 1.2 times the hourly rate. The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with Louisiana Public Bid Law.

H. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL, INCLUDING CONFLICTS OF INTEREST

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Terms and Conditions.

Inspector General: 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 JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

Conflicts of Interest: Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

I. REQUIRED AFFIDAVITS

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without 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 prior to, or at 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.

The person submitting the bid, and whose authority to submit has been evidenced on the Corporate Resolution is the proper party to execute the **Public Works Bid Affidavit**.

J. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to LA R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

No oral interpretation will be made to any bidder as to the meaning of the drawings, specifications, or contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer, Architect or person distributing plans and specifications. No inquiry received within five (5) days prior to the day fixed for opening of the bids will be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications and shall be issued as authorized by LA-R.S. 38:2212(O).

All such addenda shall become a part of the contract documents. Failure of any bidder to receive any such interpretation shall not relieve any bidder from any obligation under his bid as submitted without modification.

The specifications and plans are complementary of each other and all work called for or reasonably implied by either shall be performed as if called for by both. In case of conflict between the requirements of the specifications and plans, the specifications shall take precedence. Figured dimensions shall take precedence over scale dimensions, and larger scale details shall take precedence over smaller scale details in the general work drawings.

All vendors submitting bids shall register as a Jefferson Parish vendor, if not already registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and click 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. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Bidders must comply with all provisions of this Notice, the Standard General Conditions of the Construction Contract and any special conditions and specifications contained herein, all of which are made part of this bid proposal. Resolution No. 141125, as amended, will be considered a part of the bid whether attached or not. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at <http://purchasing.jeffparish.net> and clicking on online forms.

Bid Security: Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid

accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

When submitting online, bidders 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.

Performance Bond: A performance bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

Payment Bond: A payment bond is required in 100% of the contract amount and is due at the signing of the formal contract, unless another percentage is required in the bid specifications. In the event of a conflict between these instructions and the bid specifications, the bid specifications shall control.

To the extent permitted by law, the bond requirements as set forth herein are waived insofar as Community Development Housing Rehabilitation Construction Contracts are concerned for single family, owner-occupied dwellings. The Parish Attorney's Office will omit the requirements in connection with Community Development Housing Rehabilitation Construction Contracts for single family, owner-occupied dwellings.

K. INSURANCE REQUIREMENTS

All bidders must submit with bid submission a current (valid) insurance certificate evidencing required coverages. Failure to comply will cause the 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 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.

COMMERCIAL GENERAL LIABILITY

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

COMPREHENSIVE AUTOMOBILE LIABILITY

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

UMBRELLA LIABILITY COVERAGE

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

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

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

BUILDER'S RISK INSURANCE

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

INSURANCE DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

L. INDEMNIFICATION

Bidder acknowledges that bidder recovered the cost of any required insurance in the contract price as required by LA R.S. 9:2780.1(l) and that bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that bidder has obtained.

M. FAMILIARITY WITH LAWS AND ORDINANCES

Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, Parish/Municipal Ordinances, Resolutions, and the rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

N. MISCELLANEOUS

The successful bidder may be required to furnish a statement of the origin, composition, and manufacture of materials to be used in construction of the work together with samples, which samples may be subjected to testing to determine their quality and fitness for the work, as specified.

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, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. 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.

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds, as applicable.

**LABOR, MATERIALS AND EQUIPMENT TO PROVIDE AND INSTALL PLAY
STRUCTURE AT LITTLE JEFFERSON PARK, 3901 JEFFERSON HWY.,
JEFFERSON, LA, 70121**

Section 1.0 – PRE-BID CONFERENCE

There will be no pre-bid meeting for this project. The successful bidder will be responsible for all measurements, etc. All site visits should be arranged through Brent Griffin, by calling the office at (504)349-5000 or his cell at (504)419-4415, or email at bgriffin@jeffparish.net

Section 2.0 – Scope:

We extend this bid to cover all labor, materials, equipment and necessary essentials to install play equipment and poured in place rubber, per specifications, on owner provided concrete slab 32' x 47' at Little Jefferson; 3901 Jefferson Hwy, Jefferson, LA 70121.

Purchases for this project shall be exempt from state sales and use tax according to La.R.S. 47:301(8)(c)(i). The successful bidder shall be granted the tax-exempt status of Jefferson Parish via Form R-1020, Designation of Construction Contractor as Agent of a Governmental Entity Sale Tax Exemption Certificate. Form R-1020 is distributed by the Louisiana Department of Revenue.

Section 3.0 –License Requirements:

The following Louisiana State license shall be required for this project:

Vendor shall hold a Building Construction and/or Recreation and Sporting Facilities and Golf Courses

Section 4.0 – Bond Requirements

Payment Bond – 50% of the contract price

Performance Bond – 50% of the contract price

Bid Bond- 5% of total bid price

- Bid Bond to be submitted with the bid.
- Payment and Performance Bonds are to be submitted at contract execution.

Section 5.0 – Quantities/Inspection:

Bidders must inspect the site and perform their own measurements in order to determine the proper quantity of materials and equipment required to complete this project. All measurements given in these specifications are informational only.

Section 6.0 – Bid Specifications:

The successful bidder shall supply all labor, materials, equipment and necessary essentials to perform the following at the site mentioned above.

- Existing slab will be used
- Awarded vendor to add additional concrete, to include a 12” mo strip to measurements for proposed tot-lot equipment
- Pour-in-Place rubber surface in specs for play structure, color shall be picked from color chart provided by awarded vendor
- All colors to be selected by owner from color chart provided by awarded vendor
- Parks and Recreation will not be responsible for any materials or equipment on site while job is in progress
- Awarded vendor must provide their own dumpster on site to dispose of debris and must get dumpster location approved
- Vendor shall be responsible for furnishing and installing all equipment, parts, supplies, supervision and personnel needed, plus any permits, fees, etc. needed to complete this job.
- All work to be done in workmanlike manner.
- Contractor shall be responsible for any damage to grounds, concrete and structures, etc. Contractor shall take pictures and video before starting job.
- Specifications for BCI Burkes Play Structure, per below specifications – or approved equal.

General product material specifications

- Clamps
 - KoreKonnct™ clamp castings [Nucleus, Voltage] or equal to shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two

Bid Specifications for Bid No. 50-00143567

connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked-on powder coating.

▪ **Platforms**

- Platforms [Nucleus, Synergy, Voltage, Little Buddies] or equal to One piece all welded construction consisting of 12 GA HRPO steel shell and gussets, PVC coated after fabrication. Platforms shall connect to posts with EZKconnect (patent pending) self-leveling fastening system, with two attachment points per corner, one of those being an open-ended slot for easy assembly. Platform fasteners shall attach to threaded inserts which are CNC precision factory installed into the posts.

▪ **Fasteners**

- Button head cap screws and socket head cap screws shall be 302HQ corrosion resistant, passivated, stainless steel, tamper resistant, and pre-treated with a locking/sealing adhesive.
 - Other stainless steel hardware shall be 302HQ corrosion resistant stainless steel.
 - Non stainless steel hardware shall be zinc plated grade 5 steel.
 - Threaded Post Nut Inserts [Nucleus, Voltage, Little Buddies] or equal to shall be a corrosion resistant threaded insert crimped into post. Inserts shall be precision CNC located and factory installed for all attachment points.
- Rotationally Molded Plastic Parts, shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-16 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2500 psi with flexural modulus of 87,200 psi.
- HDPE plastic panel parts shall be precision cut from a single solid sheet of either .50" or .75" thick UV-stabilized extruded high-density polyethylene with colors molded in, with a durable matte finish. The

Bid Specifications for Bid No. 50-00143567

material will have a density of 59.6 lbs/cu.ft. and a tensile strength of 4000psi. All edges shall be rounded or chamfered for safe play.

- Play Mats are 100% recycled rubber buffing's bonded with urethane.
- Posts, steel [Nucleus, Voltage, Little Buddies, Synergy] or equal to shall be cold-formed steel tubing with a yield test of at least 50,000 psi and a tensile strength of at least 55,000 psi. Tube members shall comply with ASTM A-135 and ASTM A-500 Grade B minimum and shall be tested according to ASTM E-8.
 - Tubing Exteriors shall be triple coated for maximum exterior protection: galvanized, then coated with a chromate conversion coating and finished with a baked-on powder-coat.
 - Tubing interiors shall be coated with a corrosion resistant zinc-rich coating.
 - Tubing and cap finished with a baked-on powder coating.
 - Standard posts shall be an assembly consisting of the galvanized steel tubing with a cast aluminum cap factory installed in the post with 1/8" x 15/32" stainless steel pinned aluminum drive rivets.
 - Posts [Nucleus, Intensity] or equal to shall be 5" OD x 11 GA galvanized steel tubing.

Descriptions of Coatings

- PVC Coating (Poly-Vinyl Chloride): Prior to coating, each part shall be chemically washed, submerged in a heat-activated primer and dried. After drying, each part shall be pre-heated to a temperature no less than 350° F and immersed in liquid PVC. Play/usage surfaces shall have coating thickness of .085-.150 in. Park and site surfaces (i.e. benches, picnic tables) shall have coating thickness of .050-.080 in. PVC shall comply with California Assembly Bill #1108 by having a concentration that does not exceed 0.1% of the following phthalates; DINP, DIDP, DnOP, DEHP, or BBP. This formulation is also free of heavy metals such as Lead and Cadmium. The PVC shall have:
 - Tensile strength of no less than 1830 psi per ASTM 412.
 - Elongation of no less than 350% per ASTM 412.
 - Tear strength of no less than 250 lb./in. per ASTM 624.

Bid Specifications for Bid No. 50-00143567

- Hardness of 75 +/- 3 (Durometer, Shore A) per ASTM 2240.
- UV stabilizer shall be added to PVC to withstand one year in a QUV panel tester without any significant color drift.
- Burn Rate will meet or exceed Federal Safety Standard MVSS 302. This is the same as a UL 94 HB rating.
- Powder Coating – Standard and Super Durable colors: All metal parts will be coated with a two-part powder coat system that consists of a primer and a top coat. Powder coating is electrostatically applied at a thickness of 3 to 6 mils (.003 - .006). Prior to powder coating, all parts shall be cleaned and pretreated with a 5 stage non-phosphate and non-chromic process. The primer is cured before applying the top coat which is a polyester/TGIC powder coating with superior color-, gloss-, and UV stabilizers. Note: Top coat may be Standard or Super Durable powder coating depending on specific color availability. Finish quality conforms to ASTM Specifications and will have the following properties:
 - Adhesion: No less than 5B [The edges of the cuts are completely smooth; none of the squares of the lattice is detached.] (cross hatch/tape adhesion test per ASTM D3359 Method B).
 - Hardness: No less than 2H (pencil hardness test per ASTM B3363).
 - Resistance to Impact: Cracking at the perimeter of the concave area, but no cracking pick off from 80 in/lb direct or reverse impact (ASTM D2794).
 - Resistance to Bending: No visible cracking (1/8" bending test per ASTM 522).
 - Degree of Gloss: No less than 80% reflected (specular gloss test at 60° per ASTM D523).
 - Resistance to Salt Spray (Standard colors): No more than 1/8" undercutting and no blistering in 1000 hours (salt spray test per ASTM B117)
 - Resistance to Humidity (Standard colors): No more than 1/8" undercutting and no blistering in 1000 hours (humidity test per ASTM D2247)

Bid Specifications for Bid No. 50-00143567

- Corrosion protection: All metal parts will either have inherent corrosion protection such as stainless steel, aluminum or galvanized steel, or they will be pre-treated prior to powder coating with either an e-coat or zinc clear chromate coating for superior corrosion protection.

Barriers & Enclosures

- Center Mount Enclosure [Nucleus, Voltage] or equal to One piece all welded construction consisting of 3 1/2" OD X 11 GA, 1.315" OD X 12 GA & 1.029" x 14 GA galvanized steel tubing and 10 GA galvanized sheet. Finished with a baked-on powder coating.
- Enclosures and Stanchions [Synergy Imagination] or equal to 3/4" co-extruded HDPE face mounted to 3 1/2" OD posts. Filler bracket consisting of 1/2" extruded HDPE and a bracket consisting of 1 3/4" SQ x 12 GA galvanized steel tubing finished with a baked-on powder coating. One-piece welded construction consisting of 1.315" OD galvanized tubing and 7 GA stainless steel brackets. Finished with a baked-on powder coat.
- Enclosures and Stanchions [Nucleus, Synergy, Voltage] or equal to One piece all welded construction consisting of 1.315" OD x 14 GA, 1.315" OD x 12 GA, and 1.029" OD x 14 GA galvanized steel tubing, and HDPE threaded inserts. Finished with a baked-on powder coating.
- Enclosure, Offset [Nucleus, Voltage] or equal to one piece all welded construction consisting of 1.315" OD x 14GA and 1.029" OD x 14 GA galvanized steel tubing, 10 GA galvanized sheet and HDPE threaded inserts. Finished with a baked-on powder coating.
- Platform Barrier [Synergy, Nucleus] barrier panel shall be 3/4" co-extruded HDPE. Hardware package shall be stainless steel screws, nuts & washers.

Brackets

- Mounting Tubes [Synergy, Voltage, Nucleus] or equal to Tube shall be one piece all welded construction consisting of 1.315" OD x 14 GA galvanized steel tubing and a stainless steel threaded insert. Finished with a baked-on powder coating.
- Slide Entrance Brackets [Voltage, Nucleus, Synergy] or equal to Bracket shall be 14 GA galvanized steel plate finished with a baked-on powder coating.

Specific Product Specifications for design for Little Jefferson Playground:

3-IN-A-ROW PANEL, BELOW PLATFORM

- CASTING, FLAT PANEL: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating. B. 3-IN-A-ROW ASSY, 39 ¼ X 43 MAZE: Assembly consisting of ½ and ¾" extruded HDPE panels and stainless steel hardware fasteners.

6' PVC TRADITIONAL BENCH W/ BACK SM

- 6 SEAT BACK: One piece all welded construction consisting of 14 GA HRPO steel. PVC coated after fabrication.
B. SM LEG, BENCH W/BACK: One piece all welded construction consisting of 2 3/8" OD X 12 GA steel tubing and sheet steel. Finished with a baked on powder coating.

8" CLOSURE PLATE, ELLIPSE

- 8" CLOSURE PLATE, ELLIPSE: 1 GA. Galv. Sheet

BIBA BLUE MARKER, TUBES

- BIBA MARKER HOUSING: 3/4" extruded HDPE
- POST ADAPTER: ¾" extruded HDPE
- BIBA BLUE MARKER, TUBES; 3mm dibond

BIBA PURPLE MARKER, OVERHEADS

- BIBA MARKER HOUSING: ¾" extruded HDPE
- B. POST ADAPTER: ¾" extruded HDPE
- C. BIBA PURPLE MARKER, OVERHEADS: 3mm dibond

BIBA RED MARKER, CLIMBERS

- BIBA MARKER HOUSING: ¾" extruded HDPE
- POST ADAPTER: ¾" extruded HDPE
- BIBA RED MARKER, CLIMBERS: 3mm dibond

Bid Specifications for Bid No. 50-00143567

BIBA YELLOW MARKER, SLIDES

- BIBA MARKER HOUSING: $\frac{3}{4}$ " extruded HDPE
- B. POST ADAPTER: $\frac{3}{4}$ " extruded HDPE
- C. BIBA YELLOW MARKER, SLIDES: 3mm dibond

CONVEX CLIMBER 40" – 48"

- CONVEX CLIMBER 40-48: One piece all welded construction consisting of 1.315" OD X 14 GA & 1.900" OD X 11 GA galvanized steel tubing and 10 GA galvanized steel plate. Finished with a baked on powder coating

COUNTER PANEL, BELOW PLATFORM

- CASTING, FLAT PANEL: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating
- B. COUNTER SUPPORT: Formed 8 GA. Galvanized sheet steel finished with a baked on powder coating
- STORE COUNTER: $\frac{3}{4}$ " extruded HDPE
- PANEL, COUNTER: $\frac{3}{4}$ " extruded HDPE

FS SIGN, AGES 2-12 BOTH SIDES

- FS SIGN GRAME: 10 GA GALV steel finished with baked on black powder coating
- ARCH POST, SIGN: One piece all welded construction consisting of 2 3/8" OD X 12 GA galvanized steel tubing and 10 GA galvanized sheet steel. Finished with a baked on powder coating
- WELCOME SIGN, AGES 2-12: A full color graphic sign printed on 3mm dibond

HALF PIPE WALL

- CASTING, STRAIGHT BRACKET: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating.
- HALF PIPE WALL: One piece all welded construction consisting of 1.315" OD X 14 GA, 1.315" OD X 12 GA and 1.029" OD X 14 GA galvanized steel tubing. Finished with a baked on powder coating.

HALF PLATFORM

- HALF PLATFORM: 12 GA HRPO sheet, finished with a PVC coating

LEAF CLIMBER 32"

- LEAF CLIMBER 32": One piece all welded construction consisting of 1.660" OD X 12 GA and 1.315" X 14 GA galvanized steel tube and 10 GA galvanized steel plate. Finished with a baked on powder coating.
- LEAF STEP: Cast aluminum alloy finished with a baked on powder coating.

LIL NOVO BEAN STEP

- LIL NOVO BEAN PANEL: 3/4" Co-extruded HDPE
- B. LIL NOVO SEAT FRAME: One piece all welded construction consisting of 3.5" OD X 11 GA galvanized steel tubing, 8 GA galvanized steel sheeting, and 1/4" zinc-chromated HR steel sheeting. Finished with a baked on powder coating

NPS SUPERVISION SAFETY KIT

- NPPS DVD: National Program for Playground Safety Supervision safety kit including training manual, training DVD and supervision fanny pack with supplies.

PLAYMAT 3' X 5' X 2"

- PLAYMAT 3' X 5' X 2": 100% recycled rubber buffing bonded with urethane. To be embedded in rubber at base of slides.

ROCK'N ROLL SLIDE, 40" – 48" W/O HOOD

- NARROW SLIDE, 40" – 48": 1/4" thick, linear, low, density, rotationally molded, U.V. stabilized polyethylene with double wall construction, molded in 3/8" T-nut inserts, and a textured surface.
- B. SUPPORT, SLIDE EXIT: One piece all welded construction consisting of 2 3/8" OD X 12 GA galvanized steel tubing and 8 GA galvanized sheet steel. Finished with a baked on powder coating.

-

SLIDE HOOD, HIGH SIDE WALL

- CASTING, FLATE PANEL: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating.
- SLIDE HOOD: Linear, low, density rotationally molded, U.V. stabilized, polyethylene, .250" thick, double wall construction. Textured outside surface.
- SLIDE HOOD WELDMENT, HIGH SIDE WALL, LEFT:
- SLIDE HOOD WELDMENT, HIGH SIDE WALL, RIGHT:

SLIDE HOOD, LOW SIDE WALL

- CASTING, FLAT PANEL: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating.
- SLIDE HOOD: Linear, low, density rotationally molded, U.V. stabilized, polyethylene, .250" thick, double wall construction. Textured outside surface.
- SLIDE HOOD WELDMENT, HIGH SIDE WALL, LEFT:
- SLIDE HOOD WELDMENT, HIGH SIDE WALL, RIGHT:

SOLIS POST TOPPER

- POST TOPPER, ABSTRACT: 12 GA galvanized steel sheet. Finished with a baked-on powder coating.
- WELDMENT, POST TOPPER: One piece all welded construction consisting of 1.900" OD X 11 GA galvanized steel tubing and 8 GA galvanized sheet steel. Finished with a baked-on powder coating.

SPLIT SQUARE PLATFORM CLOSURE PLATE

- 8" CLOSURE PLATE, SPLIT SQ: 14 GA galvanized steel plate finished with a baked-on powder coating.
- SPLIT SQUARE PLATFORM: 12 GA HRPO sheet, finished with a PVC coating

SPROCKET PANEL, BELOW PLATFORM

- CASTING, FLAT PANEL: A356-T6 Aluminum, Heat-Treated. Finished with a baked-on powder coating.
- SPROCKET PANEL, NUCLEUS: Assembly consisting of $\frac{3}{4}$ " extruded HDPE panel, $\frac{1}{2}$ " extruded HDPE gears, $\frac{1}{4}$ " clear polycarbonate window, nylon washers and stainless steel hardware

TRANSFER STATION, BARRIER 32"

- CASTING, STRAIGHT BRACKET: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating.
- TUBE, 1.315 X 47 $\frac{1}{2}$ ": 1.315" OD X 12 GA galvanized steel tubing finished with baked on powder coating.
- TOP STAIR BARRIER: One piece all welded construction consisting of 1.315" OD X 12 GA & 1.029" OD X 12 GA galvanized steel tubing and 10 GA galvanized steel plate. Finished with a baked-on powder coating.
- TRANSFER BARRIER, 16": One piece all welded construction consisting of 1.315" OD X 12 GA steel tubing and 8 GA galvanized steel plate. Finished with a baked-on powder coating.

Bid Specifications for Bid No. 50-00143567

- 45 1/2" SINGLE POST SUPPORT: One piece welded construction consisting of 3.5" OD X 11 GA galvanized tubing and a 1/4" HRS mounting plate finished with a baked on power coat.
- SINGLE POST TRANSFER PLATFORM: One piece welded construction consisting of 12 GA sheet steel, 1/4" HRS mounting plate and a 4 1/2" x 11 GA steel tubing finished with a PVC dipped coating.
- 16" ACCESSIBLE STAIRS: One piece all welded construction consisting of 12 GA HRPO steel surfaces, sides and gussets. PVC coated after fabrication.

TRIANGLE PLATFORM

- TRIANGLE PLATFORM S5P: 12 GA HRPO sheet, finished with a PVC coating

UNITARY ENCLOSURE

- CASTING, STRAIGHT BRACKET: A356-T6 Aluminum, Heat-Treated. Finished with baked on powder coating
- S5 UNITARY ENCLOSURE: One piece all welded construction consisting of 1.315" OD X 14 GA, 1.315" OD X 12 GA, and 1.029" OD X 14 GA galvanized steel tubing and HDPE threaded inserts. Finished with a baked on powder coating.

VIPER L2 48-56 W/O HOOD

- ENTRANCE SLIDE SECTION: 1/4" thick, linear, low density, rotationally molded, U.V. stabilized polyethylene with double wall construction, molded in 3/8" T-nut inserts, and a textured surface.
- EXIT SLIDE SECTION: 1/4" thick, linear, low density, rotationally molded, U.V. stabilized polyethylene with double wall construction, molded in 3/8" T-nut inserts, and a textured surface.
- 45 DEF LEFT SIDE SECTION: 1/4" thick, linear, low density, rotationally molded, U.V. stabilized polyethylene with double wall construction, and a textured surface.
- SUPPORT, SLIDE EXIT: One piece all welded construction consisting of 2 3/8" OD x 12 GA galvanized steel tubing and 8 GA galvanized sheet steel. Finished with a baked on power coating.
- SLIDE SUPPORT 2J: 8 gage formed plate welded to 1.660" OD tubing. Finished with baked on powder coat.

VOLTA INCLUSIVE SPINNER

- PLATE, 8" OD x 12 GA galvanized steel plate
- THRUST BALL BEARING 2 3/4 ID: Heavy duty, precision thrust, sealed ball bearing

Bid Specifications for Bid No. 50-00143567

- VOLTA INCLUSIVE SPINNER: Linear, low density rotationally molded, U.V. stabilized, polyethylene, .250" thick, double wall construction. Textured outside surface.
- BASE, CAROUSEL PLATFORM: One piece all welded construction consisting of 3 ¼" OD DOM steel tubing, ¼" & 7 GA HR steel plate, and 2 ¾" dia. steel round with e-coat playing. Finished with a baked on powder coat.
- FRAME, VOLTA SPINNER: One piece all welded construction consisting of 5 ½" OD x 3/8" wall DOM steel tubing hub with 1.9" OD galvanized steel support arms, 8 GA mounting plate, and 12 GA preventive plate, finished with a baked on powder coating.
- SPEED LIMITER, VOLTA SPINNER: Assembly consisting of a high torque low speed hydraulic motor with flow control valving, a stainless steel motor coupling, a steel bracket, stainless steel set screws, zinc plated hardware, steel hydraulic fittings and hose ends.

WELCOME SIGN, BIBA AGES 2-12

- 8 GA SIGN INSERT: 8 GA galvanized sheet steel finished with a baked on powder coating.
- SIGN FRAME: One piece welded construction consisting of 1.900" OD x 11 GA galvanized steel tubing, 8 GA galvanized sheet steel finished with a baked on powder coating
- DIBOND WELCOME SIGN, BIBA AGES 2-12: 3mm full color dibond

Warranty Requirements:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems.
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on products against *structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty*

Bid Specifications for Bid No. 50-00143567

- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on cables and flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

Specifications for Poured in Place Rubber Surfacing by Quality Court Industries or approval equal:

DESCRIPTION

- All necessary material components shall be obtained from trusted, pre-approved quality suppliers and / or American Recycling Center, Inc. (95% materials made in United States).
- Quality Court Industries, LLC is enrolled in the Materials Certification Program verifying the materials shipped to job site. To ensure the same material tested is the same material used a "Certificate of Compliance" shall be issued.
- QUALITY ASSURANCE
 - Qualifications
 - Installers are generally in house. When outside installers are used they will adhere to specific Quality Court Industry, LLC guidelines.
- DESIGN AND DETAILING
 - Poured in place rubber surface is utilized in and around play equipment as an impact absorbing cushioned surface.
 - Sub-bases of asphalt, concrete or compacted crushed stone are acceptable for base materials. Other substrates must be approved prior to application.
- DELIVERY, STORAGE AND HANDLING
 - All materials shall be delivered in good condition in original unopened packages with all labels and documentation intact.
 - Materials shall be protected from weather and stored at room temperature, not less than 40 degrees Fahrenheit.

Bid Specifications for Bid No. 50-00143567

- PROJECT CONDITIONS
 - Ambient air temperatures shall be 40 degrees Fahrenheit and rising at the time of installation of the system and shall remain at 40 degrees Fahrenheit or greater for 48 hours after completion of installation.
 - All pour in place surface materials shall be protected from extreme weather, vandalism, foot and animal traffic, or other damage before, during and after application to ensure proper curing.

PART II – EXECUTION

■ INSPECTION

Prior to application of the surface, the supervising applicator will evaluate the sub-base for grade and structural performance. Notice of all discrepancies shall be reported to the project manager and will proceed only when the conditions are corrected or if he/she is supplied with the written notice acknowledging the existing condition and authorization to move forward has been obtained.

■ INSTALLATION

- The sub-base shall have a specific minimum 1% slope or no less than 1" in 10' in any one given direction towards drains or to the outside perimeter of the playground. Base must exhibit positive drainage. Concrete base shall have a broomed finished and must cure for a minimum of seven (7) days, asphalt must cure for 14 days (after curing, asphalt must be pressure washed before surface installed). Compacted Stone sub base shall maintain slope to drains or to low end and must exhibit positive drainage in all areas. Compacted Stone base must be mechanically compacted to a 90% compaction ratio (note: a compaction test is required and must be submitted to Quality Court Industries, LLC prior to installation.)
- Thickness: Surface thickness will vary in the cushion course according to the required fall height. The required thickness within a continuous surface area may vary from the specific equipment to other play structures. Where this occurs, provide a smooth, uniform transition between areas.
- Primer shall be applied as needed at the rate of 300 square feet per gallon to asphalt or concrete using a short nap roller or spray equipment.
- The Base Mat: This material shall be mechanically mixed using a mortar mixer at a ratio of one 50 lb. Bag of 4-8 mesh buffing to 16 lbs of

Bid Specifications for Bid No. 50-00143567

premium aromatic binder. The materials should be mixed until all material is uniformly coated with binder. The materials shall then be poured in place and hand troweled at the specified thickness. Using a beam to determine depth of base, straight edge and strike off excess material to desired thickness, trowel as required to smooth finish. Allow the base mat to cure, usually 8/24 hours, depending on temperature and humidity.

- The wearing course: Apply primer to the base mat at a rate of 300 sq. ft. per gallon. The primer mix is aromatic urethane binder in a ratio of 60/40 with ethyl acetate to prime the base mat. The wearing course shall be installed at nominal ½" thickness unless otherwise specified. The wearing course shall have a surface weight of 2.73 lbs per sq. foot. The wearing course shall be mixed using the appropriate combination of colored rubber and premium rubber granules by a mechanical mixer (mortar mixer) until all granules are uniformly coated with binder. Surface materials shall be mechanically mixed at a ratio of one 55 lb. bag to 12 lbs of Premium Approved binder. Using a 5/8" beam to achieve uniform thickness, straightedge and strike off excess material, trowel as required to smooth finish. For compacting, lubricate trowel with mineral spirits. Allow 48-72 hours curing time (depending on temperature) before allowing foot traffic on area. To assist in curing a light mist of water may be applied.
- Where graphic designs and color transitions are specified, there shall be a full wear course depth. Where transitions occur between colors, if the first color is cured, the edge of the first color installed should be primed to receive adjacent color. If the colors are installed wet on wet no primer is needed.
- Large areas: Prior to installation, the installer shall report to the project manager locations of cold joints for approval.

PART III – MATERIALS

GENERAL

- Pour in place rubber surface shall be porous and non-slip.
- Primer: single component moisture cured polyurethane primer (note: Approved Polyurethane Premium Binder) mixed with ethyl acetate at a rate of 60/40.
- Aromatic Binder: The premium binder is a single component MDI, aromatic binder with slight odor manufactured to withstand extremes in temperature and weather.
- Aliphatic Binder: The binder is a single component MDI, non ambering binder with slight odor manufactured to withstand extremes in temperature and weather.
- Cushion layer SBR buffing/shred: This rubber is 100% recycled and screened to 4 – 8 mesh strands containing less than 2% dust. This material is conveniently packaged in 50 lb. bags.
- Colored Rubber: Both TPV and EPDM rubber granules can be used depending on the color choices desired. Both products are UV stable and have been tested and proven in the safety surface industry.
- Premium 1350 Black Rubber is UV stable and is sized from 1 – 3.5 mm. This material is 100% recycled from post-industrial scrap rubber and consists of a high grade mixed polymers.

BASE OPTIONS

- Asphalt-Requires minimum thickness (typically 4”) for non-weight bearing loads per the standards of the geographic region and must cure for at least 14 days.
- Concrete-Requires minimum thickness (typically 4”) for non-weight bearing loads per the standards of the geographic region and must cure for at least seven (7) days.
- Crushed stone-
 - 90% Standard Proctor Compaction (as per ASTM Test) is of the critical importance.

Bid Specifications for Bid No. 50-00143567

Sieve Size	% Passing by Weight
1"	90 – 100
5/8"	50 – 80
1 / 4"	30 – 50
#4	14 – 35
#8	10 – 30
#30	3 – 5
#200	0 – 3

- Minimum depth of crushed stone base should be 4".
- Other bases – Bases other than asphalt, concrete or crushed stone must be approved.

Section 7.0 - Hours of Work:

Work shall be performed during normal working hours. All work must be scheduled with owner representative 5 days in advance. The successful bidder shall work normal building working hours (7:00am – 5:00pm) to provide a safe work environment at no extra charge to Jefferson Parish.

Section 8.0 – Cleaning Area and Safety:

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. Inflammable 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 and safety of the general public, employees of Jefferson Parish, and other Parish officials.

Section 9.0 – Permits:

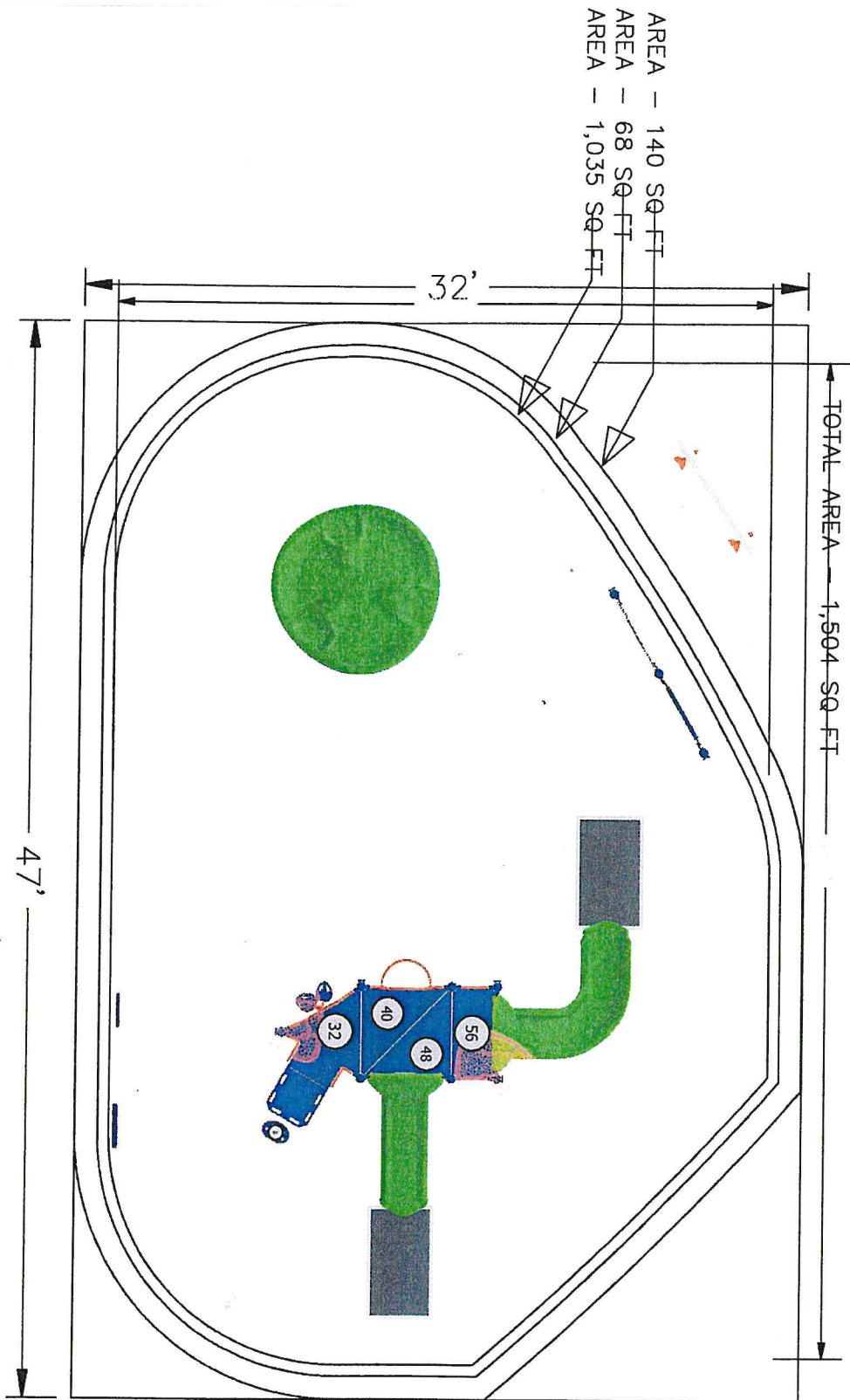
The successful bidder shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement. The successful bidder shall also be responsible for payment of these permits. All permits must be obtained prior to the start of the project.

Section 10.0 – Pre-Construction Conference and Notice to Proceed:

A Pre-Construction Conference shall be held between the successful bidder and the owner before any work commences. No work shall be performed until the successful bidder receives a written “Notice to Proceed” to begin work.

Section 11.0 – Construction Term

Upon receiving a Notice to Proceed, the successful bidder agrees that all work to be completed as follows: Vendor agrees to commence actual physical work on the site with adequate force and equipment within **60 DAYS** from the date of notice to proceed. All work shall be substantially completed in **120 DAYS**. Consecutive calendar days from date of Notice to Proceed.



Bid No. 50-00143567 Drawing # 1

DATE: 10/11/2023
BID NO.: 50-00143567

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

PURCHASING SPECIALIST:
DABRAHAM@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 11/07/2023 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting 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

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. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

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. 136353 and/or Resolution No. 141125.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

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. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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.

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

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.

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 submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

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 local taxes. For purchases of labor and materials, 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. 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).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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.

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.

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 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 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 as amended. 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.

3, 4, 5, 6, 7, 10, 11, 13, 14, 17

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(I), 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, 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. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
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. Failure to comply with this instruction will result in bid rejection.
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. All sureties must be in original format (no copies) When 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions 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 is 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 owed 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 to 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, and report to Owner the amount of taxes not incurred.

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 JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST. SUITE 4400
GRETNA, LA 70053
(Owner to provide name and address of owner)

BID FOR: Labor, Material and Equipment to Provide
and Install a Play Structure at Little
Jefferson Park for the Dept. of Parks and
Recreation
(Owner to provide name of project and
other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Jefferson Parish Recreation Department and dated: October 2023

(Owner to provide name of entity preparing bidding documents.)

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

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

Dollars (\$) _____

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

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

N/A Dollars (\$) _____

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

N/A Dollars (\$) _____

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

N/A Dollars (\$) _____

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

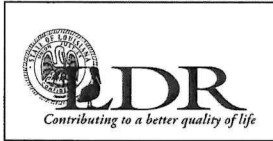
DATE: _____

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

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

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

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



**Certificate of Sales/Use Tax Exemption/
Exclusion of Purchases by Political
Subdivisions of the State of Louisiana**
Louisiana R.S. 47:301(8)(c)

PLEASE PRINT OR TYPE.

Political Subdivision Jefferson Parish (Federal Tax ID #72-6013920)	Louisiana Dept. of Revenue Registration No. (if applicable)	
Address PO Box 9		
City Gretna	State LA	ZIP 70054

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- State agency, board or commission
- Municipal government or instrumentality thereof
- Public Charter School (R.S. 17:3971-4001)
- Hospital service district
- Public housing authority
- Parish government or instrumentality thereof
- Parish school board or public school
- Law enforcement district
- Waterworks district
- Parish and municipal libraries
- Other _____

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

Signature of Authorized Agent	
Authorized Agent Timothy J. Palmatier, JD, CPA	Title Finance Director
Signature 	Date (mm/dd/yyyy) 01/06/2023

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

\$41.6 Billion

38,136 Bid Opportunities

18,123 Vendors

568 Agencies

Browse Thousands of Public Bids today!

Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Vendors have trusted Central Bidding to securely deliver more than \$31.2 Billion worth of electronic bids for more than 470 buying entities since their founding. Central Bidding works under exclusive contract with each of these buying entities and in each instance Central Bidding is the only official electronic location to receive the bid documents, the automated updates and allowance of electronic bids.

[Learn More >](#)

<https://www.centralauctionhouse.com/central-bidding/bid-bonds>

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, 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.

SECRETARY-TREASURER

DATE

Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Public Works Bid

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
the party who submitted a bid in response to Bid Number _____, 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.

Affiant further said:

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

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.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

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

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

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

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20__.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.