



## INVITATION TO BID

Bid Item No.: **25-173**

Bid Description: **XZ-85 STEEL SHEET PILING OR APPROVED EQUAL**

Department: **PUBLIC WORKS AND/OR ST. CHARLES PARISH**

Term of Contract: **1 Year Contract (January 1, 2025 through December 31, 2025) with a one year option to renew.**

**BID DUE BY: June 11, 2024 AT 11:00AM**

**Please review all pages carefully. Only bids typewritten or written in ink will be accepted. Mistakes and/or typographical errors must be initialed by the authorized bid submitter. Late bids will not be accepted.**

**St. Charles Parish Procurement Office  
15045 River Road  
Hahnville, LA 70057  
Phone: (985) 783-5000**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**  
**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY. ALL BIDS SHALL BE PREPARED ON THE BID FORM, INCLUDING NAME OF FIRM ON EACH PAGE, AND RETURNED IN A SEALED ENVELOPE WITH THE APPROPRIATE BID ITEM NUMBER MARKED ON OUTSIDE OF ENVELOPE. ALTERNATIVELY, BIDS MAY ALSO BE SUBMITTED ONLINE AT [www.centralbidding.com](http://www.centralbidding.com). PLEASE NOTE: ST. CHARLES PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR.

ANY FEDERAL, STATE, AND/OR LOCAL LICENSE REQUIRED BY LAW FOR MAINTENANCE CONTRACTS AND, LABOR AND MATERIALS COMBINED MUST BE INCLUDED WITH BID SUBMISSION. LOUISIANA CONTRACTOR'S NUMBER MUST BE "VISIBLY" MARKED ON OUTSIDE OF ENVELOPE FOR ALL APPLICABLE BIDS. FAILURE TO COMPLY WILL CAUSE THE BID TO BE REJECTED.

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

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

**AWARD OF CONTRACT:** ST. CHARLES PARISH reserves the right to reject all bids, in whole or in part, in accordance with LA R.S. 38:2214(B). St. Charles Parish also reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of St. Charles Parish. In the event of an award, it shall be made to the LOWEST RESPONSIVE AND RESPONSIBLE BIDDER meeting specifications and at the same time, best fulfilling the needs of the St. Charles Parish. Together with the requesting department, the Procurement Office will determine the equality of products and comparability to the technical specifications as appropriate. The successful bidder shall execute a Procurement Agreement upon award by St. Charles Parish. All successful bidders must register as a vendor with St. Charles Parish if not already. Current W-9 forms with respective Tax Identification numbers must be on file prior to payment processing. All payments will be made via ACH by completing the "ACH Authorization Agreement" which can be downloaded at [www.stcharlesparish.gov](http://www.stcharlesparish.gov) and emailed to the Finance Department at [ljulian@stcharlesgov.net](mailto:ljulian@stcharlesgov.net). St. Charles Parish reserves the right to request current W-9 form at time of bid.

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

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

**CONTRACTING WITH MINORITY, WOMEN AND DISADVANTAGED FIRMS:**

St. Charles Parish strongly encourages the involvement of small business, minority and/or women-owned business enterprises (SBE's including MBE's, DBE's and WBE's.)

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

**USE OF BRAND NAMES:** The following specifications have been prepared by our office setting forth those items deemed necessary by our personnel. In accordance with R.S. 38:2212, where certain 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. Certain brand names and "or approved equal" according to R.S. 38:2212 are listed to indicate the minimum quality acceptable to the St. Charles Parish Personnel. Any deviation from these specifications must be noted on the deviation sheet if applicable. If any item of equal quality is substituted, a Technical Specification of the item must be provided with the bid. Include brochures or other literature describing all required quality features. The brand name and stock number of certain bid items must be listed on the bid form as indicated or attached to bid form. Anticipated delivery time must also be stated for each item.

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

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

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

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

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

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

1. Minimum Limits of Coverage are as follows: **Parish has the right to examine policies to assure coverages.**

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

2. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA 70057
3. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
4. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
5. Parish may request copies of the policy and/or sections of the policy for review;
6. It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of contractor. Contractor shall further ensure the Parish is names as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
7. St. Charles Parish requires a 10-day notice of cancellation of policy.

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

**EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts –**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the

contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts** - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

**BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts** - Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

**ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts** - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

**RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts** - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

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

**PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts** - The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To

ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts**

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

**BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) – Bonding requirements include:**

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00** - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder

except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00** - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020)** - Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed** - Contractor shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal to \$150,000** - Contractor shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) – Applies to all contracts**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered



telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract

number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products** - As appropriate, and to the extent consistent with law, the contractor should, to the greatest

extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

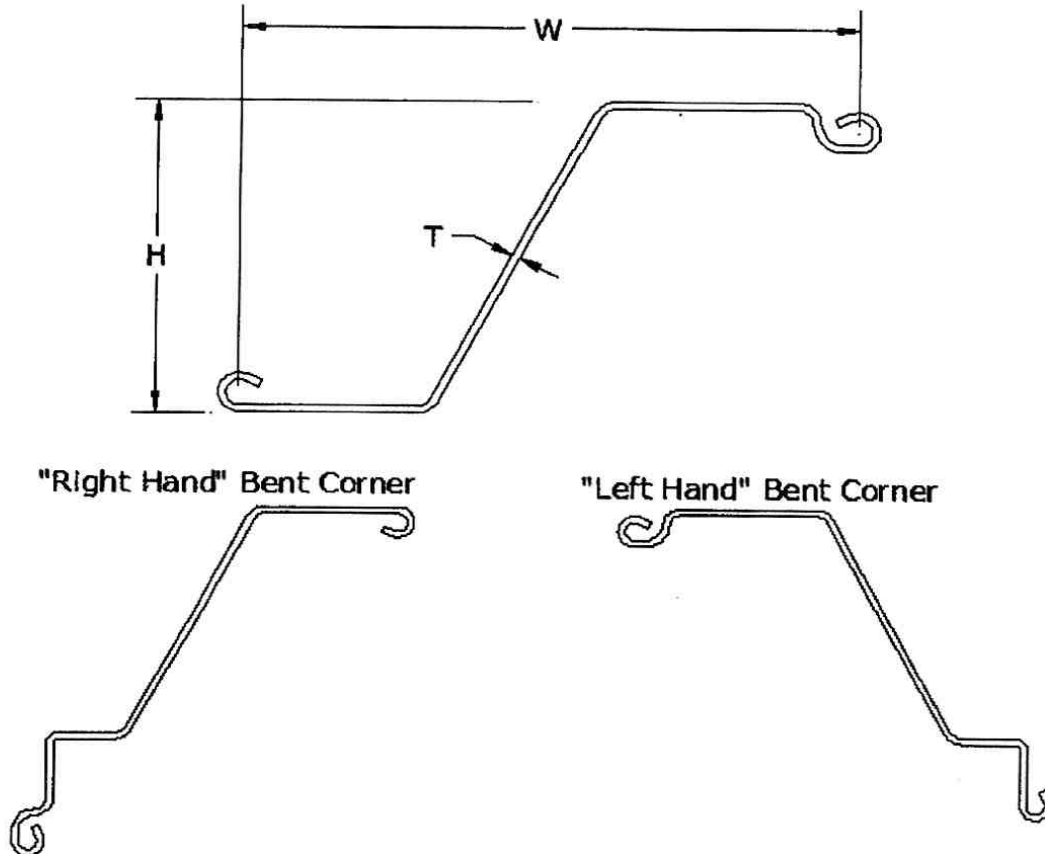
Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

<b>ALL BIDDERS MUST COMPLETE THE SECTION BELOW</b>	
<b>Name of Firm:</b>	
<b>Signature:</b>	
<b>Print or Type Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>City, State:</b>	<b>Zip:</b>
<b>Telephone:</b> (   )	<b>Fax:</b> (   )
<b>Email Address:</b>	

**TOTAL PRICE OF ALL BID ITEMS: \$** \_\_\_\_\_

# BID SPECIFICATIONS: XZ- SHEET PILING OR APPROVED EQUAL

## XZ-85 Steel Sheet Piling



ASTM A572 Grade 50 Steel

Section	Width	Height	Thickness	Cross Sectional Area	Weight		Section Modulus	Moment of Inertia	Coating Area Both Sides
	W in mm	H in mm	T in mm		Pile lb/ft kg/m	Wall lb/ft <sup>2</sup> kg/m <sup>2</sup>			
XZ-85	25.00 635	14.06 357	0.335 8.50	13.60 87.9	46.40 69.0	22.30 109	30.20 1630	212.00 29000	6.03 1.84

SHEETING SHALL BE IN 10' OR 20' LENGTHS. CORNERS AND SHEETING SHALL BE ASTM 4572 Gr 50

Bidders must use the Bid Price Sheet below to quote on individual items.

Bid Price Sheet				
# of Units	Unit Of Measure	Description	Unit Price	Total
1	Ton	XZ-85 Steel Sheet Piling (10 ft. lengths)	_____	_____
1	Ton	XZ-85 Steel Sheet Piling (20 ft. lengths)	_____	_____
1	Ton	XZ-85 Right Hand 90 degree Corners (20 ft. lengths)	_____	_____
1	Ton	XZ-85 Left Hand 90 degree Corners (20 ft. lengths)	_____	_____

FOB Destination Freight Prepaid: St. Charles Parish  
166 Scorpio  
Hahnville, LA 70057

Delivery: 0 - 30 days, ARO

***The numbers below are estimated based on purchase in 2023 and are given for bidding purposes only:***

Approximate amount ordered in 2023: **111 Tons**

Approximate amount spent in 2023: **\$152,540.80**