

INVITATION TO BID - ANNUAL CONTRACT

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, July 30, 2024, at the location shown below.

TITLE: A24-0526 Airport Police Uniforms		RETURN BID TO: PURCHASING DIVISION Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 **NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing					
FILE NO: 24-0526 AD DATES: 07/12/24 & 07/19/24							
SHIP TO ADDRESS: BR Metro Airport Police Department 9430 Jackie Cochran Drive Baton Rouge, LA 70807		Contact Regarding Inquiries: Purchasing Analyst: Shiwonda Harris Telephone Number: 225-389-3259 x 3271 Email: sharris@brla.gov					
VENDOR NAME		MAILING ADDRESS					
REMIT TO ADDRESS		CITY, STATE, ZIP					
TELEPHONE NO.		FAX NO.		E-MAIL			
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE					
AUTHORIZED SIGNATURE (Required)		PRINTED NAME					
TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE							
1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.							
2. _____% discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specifications, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259
3. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
4. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.

9. Except for bids submitted through the www.centrauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
10. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
11. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
12. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
13. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
14. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
15. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
16. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
17. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
18. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. EAST BATON ROUGE 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. .. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.

19. EAST BATON ROUGE 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.
20. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
21. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
22. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
23. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
24. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES__NO___If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

25. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
26. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
27. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.

28. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a- 133).
 - a. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
 - b. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
29. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
30. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by East Baton Rouge 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. 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.
31. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
32. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
33. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

33..The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at:
<https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor 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 one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships **(MBE/SBE/WBE)** participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

ADDITIONAL REQUIREMENTS FOR THIS BID

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.

Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

Cybersecurity Training Requirement: Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

Force Majeure: In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

**ADDITIONAL REQUIREMENTS FOR THIS BID
(continued)**

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office. Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires responsible and interested bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by July 23, 2024, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

Shiwonda Harris
Email: sharris@brla.gov

Specifications

It is the intent of this proposal to provide for the purchase and delivery of new uniforms for the East Baton Rouge Parish Airport Police in accordance with the specifications. Bidders should enclose with their bid two (2) copies of detailed manufacturers specifications on the uniforms being bid including a complete list of any deviations from the specifications listed. The evaluation of the clothing offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

GENERAL REQUIREMENTS:

SAMPLES MAY BE REQUIRED:

When requested, samples must be furnished at vendor's expense, and received not later than 10 days after request. Packages should be clearly labeled with the file number (**21-00526**). Each individual sample within the package must be clearly labeled with bidder's name, manufacturer's brand name and number, file number and item reference. Submit only one bid proposal's sample per box. Samples of successful bidder will be retained at the purchasing office or the using agency for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at vendor's expense. Any other samples received, if not destroyed in testing, may be returned at the bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than 10 days after receipt of samples, or commodities shall be disposed of by City of Baton Rouge.

DELIVERY AND ALTERATIONS:

Delivery is required within two (2) weeks after receipt of order. The vendor should provide fittings and alterations for all personnel in the Baton Rouge Airport Police as necessary. If alterations are required, an additional two (2) days will be allowed after fitting for delivery.

SIZES:

The following male and female sizes must be available: Trousers - Sizes 28 - 54; Shirts - 14-1/2 - 20; Jackets - Size XS-XXXXL. Belt - sizes 26" - 58". (Indicate any additional charge for larger sizes.)

EMBLEMS:

Bid price should include application of two (2) emblems to be provided by the agency.

FINISHING:

All clothing should be made in a first class workman like manner with all loose threads removed.

TAILORING:

All tailoring shall be done on an as needed basis. The vendor must have an accessible location where officers may go to be measured and fitted or be able to do a site visit for fittings when necessary within a

Dispatchers Uniform Shirts

Item 1, Liberty Short 771MLB (SS) or equal

Item 2, Liberty Long 761MLB (LS) or equal

STYLE:

Shall be a standard quality short sleeve or long sleeve tailored shirt, cut on a form fitting line.

MATERIAL:

Shall be an 8 ounce per linear yard 100% texturized woven polyester with a zelcon finish, and a tropical weave such as Tex-Trop by Elbeco or equal. Knit or Polyester Gabardine is not acceptable.

TAILORING:

All stitches shall be of proper tension and size to avoid puckering after the shirt has been laundered and to provide durable press performance. All sewing shall be with Dacron or equal care thread to match shirt fabric. The collar shall be single stitched $\frac{1}{4}$ " from edge. The pocket and flaps shall be single stitched on the edge.

COLLAR:

Convertible collar shall be one piece and measure 3- $\frac{1}{4}$ " long at the points and 1- $\frac{5}{8}$ " wide at back. The collar shall be made with permanent collar stays of good quality stalar vinyl 2- $\frac{3}{4}$ " in length and $\frac{3}{8}$ " wide. There should be tie space of approximately $\frac{1}{4}$ " when the collar is buttoned. Inner stand and inner yoke shall be made of 100% nylon Rip-Stop fabric (70/70 denier, 112 X 100) with permanent press finish. Collar is to be lined with 100% Dacron or equal.

SLEEVES:

Sleeves shall be straight and whole with $\frac{5}{8}$ " hem. The finish shall be 9- $\frac{1}{2}$ " long from shoulder seam. The sleeves shall be secured to the body of the shirt by narrow stitch with a safety stitch to properly strengthen the seam. This same stitch should be used on the side closing seams as well.

Long sleeve shirt to have a full button placket with two (2) buttons on sleeve cuff. Sleeve lengths to be available from 31" through 37".

FRONT:

The front shall have a facing 3- $\frac{1}{4}$ " in width extending from neckline to bottom of shirt provided by a turn-under of material. The left front shall have seven (7) buttonholes, $\frac{3}{4}$ " from edge and 3- $\frac{1}{2}$ " apart. Button to be strongly attached through two thickness of material forming right front and shall correspond to each buttonhole.

BACK:

There is to be a yoke composed of an outer piece of the same material as the basic shirt and an inner piece of 100% nylon Rip-Stop fabric (70/70 denier, 112 X 100).

POCKETS:

Shirt shall have two breast pockets with mitered corners to finish 5- $\frac{5}{8}$ " wide and 6- $\frac{1}{4}$ " long. The left breast pocket shall have a pencil opening about 1- $\frac{1}{4}$ ". Both pockets shall have a 1- $\frac{1}{2}$ " box pleat stitched top and bottom to prevent spreading.

FLAPS:

Shirt shall have two scalloped flaps to finish 5- $\frac{3}{4}$ " in length, 2- $\frac{3}{4}$ " in width at center and 2- $\frac{1}{2}$ " in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately $\frac{1}{4}$ " above top of pocket. The left flap is to have a pencil opening about 1- $\frac{1}{2}$ " in width. Flaps are to be interlined with 425 weight mello-press. The side points of the flaps are to be secured to the pocket by means of velcro fasteners sewn onto the flaps and pockets.

BADGE TAB:

Badge tab shall be reinforced on the inside of the shirt by a strip of material 1-1/2" wide, stitched and folded so that raw edges are not showing. The stitch to reinforcement strip shall extend from the flap stitch to the joining seam at the front of the yoke. It shall have two small horizontal buttonholes 1-1/4" apart with the bottom buttonhole 1-1/4" above top of left flap.

SHOULDER STRAPS:

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in the sleeve head seam. The pointed ends shall be fastened with one button. The straps shall measure 2" at the sleeve and taper to 1-3/8". Straps are to be set about 1/2" from the collar. Shoulder straps shall be box stitched to the shoulders with a row of cross-stitching 2" from sleeve head seam and diagonally across from each end of seam to the sleeve head seam.

CREASES:

Shirts are to have permanent military creases: one crease in each front extending from hem to joining seam; three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease. The creases are to be stitched in shirt.

BUTTONS/ZIPPER:

Buttons shall be made from thermo-setting polyester material and shall match fabric. A color coordinated heavy-duty zipper shall be provided to join the shirtfront. The first, second and bottom buttons shall join the shirtfront.

COLOR:

Color should be Light Blue to match existing dispatcher uniform shirts.

SIZE:

Size shall be marked with indelible ink on inside of collar and on outside of left front tail. Sizes are to be by neck size only, S-M-L not acceptable. Female size must also be provided.

SHOULDER PATCHES:

Patches are to be provided by Baton Rouge Metropolitan Airport Police/ARFF (Aircraft Rescue and Fire Fighting) and to be sewn on by the vendor. One patch to be sewn on the right shirt sleeve and one to be sewn on the left shirt sleeve, center of the epaulet and approximately 1" down from the shoulder seam.

PRESSING AND PACKING:

Shirts shall be carefully pressed by hand in first class manner. Shirts shall be packed three per box with sizes marked on the outside of the box at one end.

Item 3 Dispatchers Uniform Dress Trousers
Liberty 609MNV or equal

FABRIC:

100% Dacron/Polyester texturized

COLOR:

Navy blue to match existing uniforms.

DESIGN:

Trousers shall be manufactured and designed so that there will be no “peg” at the hip, or baggy seat. The front shall be plain (no pleats), two ¼” top pockets, and two hip pockets. The left hip pocket shall have a tab to button. The front pocket shall have a minimum opening of 6-1/2” and be 6” deep from the bottom of the opening. They shall be stitched, turned and top stitched. The hip pockets shall have an opening of approximately 6” from bar-tack to bar-tack and shall be 6” deep. Hip pockets will be of the double welt method, and shall be finished in such a manner that there is no topstitching. The welts shall be interlined with pella. All pockets should have a firm straight bar-tack for reinforcing strength.

POCKETING:

The pocketing shall be 50% polyester, 50% cotton blend, Minimum, 2.70 weight with a minimum 70 X 60 count. The color of the pocketing shall be black, medium blue or brown so as to be the same color or a contrasting color to the outer fabric. White or off-white color pocketing is not acceptable.

WAISTBAND:

Waistband curtain to be of the same fabric as the pocketing (black, medium blue or brown; 50% polyester, 50% cotton) and shall close with a hook and eye. The waistband curtain should be attached to the trouser with a zigzag stitch.

FLY LINING:

The right fly shall be the same fabric and color as the waistband and pocketing. The right fly lining should be sewn to the left fly below the zipper with strong closure. There should be French Fly closure on the inside of the right fly. The fabric for the French Fly should be the same as the outer material of the trousers.

BELT LOOPS:

There shall be a minimum of 7 belt loops ¾” wide, double thickness. Each loop should be interlined with a non-woven fabric. All loops, except for the back center loop, should be sewn into the bottom of the waistband. The top of all loops should be caught into the waistband curtain seam. The waistband should measure approximately 2” wide when finished – wide enough to comfortably accommodate a belt 1-5/8” wide.

MISCELLANEOUS:

Trousers should have a Talon or equal #42 memory lock zipper, the tape of which has permanent press finish. There should be a bar-tack at the bottom of the fly going through the zipper tape. The trousers should be seamed with matching thread and the seat seam stitched with two (2) threads. All exposed inside edges should be serged.

SIZES:

Male and female sizes 28 –54 should be provided, short and long lengths should be available.

LABELS:

The trousers should have a care label permanently affixed and should also have size label showing fiber content with WPL number (Wool Products Labeling Act).

Item 4 Jackets with Zip-Out Liner
Horace Small NewGen HS3350 or equal

DESIGN:

The jacket should be a full cut, waist length model with 2-way zipper front, zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction should be used throughout with body and sleeves being fully lined.

FABRIC:

Outer shell: Kolon 228T or equal, Heavy Taslan, plainweave or equal, 700mm P/U coating
Content: 100% Taslanized Nylon or equal, 5.0 oz. per square yard
Yarns: Warp 70 Denier, 34 Filament, Single Ply
Weft 140 Denier, 102 Filament, Two Ply
Thread Count: 164 X 72
Permanent Lining: 104 X 86 Thread Count. 70 Denier Nylon Taffeta

COLOR:

Navy Blue– Horace Small #NewGen3 HS3350 or equal to match existing jacket.

BODY DETAIL:

The front should be plain with patch pockets, flaps and badge tab. The inside facings should be made of outer fabric and are to be sewn on top of the nylon lining, which extends to the front edge of the jacket. There should be a one piece back designed with an articulated gusset. There is to be a separate 2-1/2" shirred waistband with 2-1/2" heavy-duty elastic. The entire waistband is to be shirred with the exception of an area 5-3/4" on either side of the front opening. There should be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and snap closure. The shoulders should have pads. A same material reinforcement strip, approximately 3", should be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. There should be a 1-1/2" wide inside fly from the bottom of the collar to the bottom of the waistband.

INSIDE DETAIL:

On the left side of the coat, there should be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket should have a minimum opening of 4-1/2" and be a minimum of 6" deep. The gun pocket should be furnished with a strip and snap closure. Bar-tacks should reinforce the opening. There should be two out-in pockets on the left and right sides measuring approximately 5-1/4" wide and 6" deep. There should be a strap and snap on the lining of each sleeve end for attaching the zip-in liner.

SLEEVES:

The sleeves should be one piece set in with a single needle machine. The bottom of the sleeve should have velcro and elastic for adjustable fit. The cuff itself should measure 1-7/8" in width.

POCKETS:

There should be two patch pockets with 1-1/2" box pleats, finishing approximately 6-1/2" wide and 7-3/8" deep. Flaps should be scalloped and self lined, measuring 6-3/4" wide and 3-3/8" long at center and 3" long at each end. They should close with velcro on the side points and with a centered buttonhole. The pockets should be lined with pocketing material with an opening of approximately 5-1/2" on the sided. The left patch pocket is to have a 1-1/2" pencil opening at the top of the flap. Both the pockets and the flaps are to be bar-tacked.

COLLAR:

The stand-up collar should be made using self-material. It should be interlined with a sew-in stabilizer such as Pellon or equal. The collar and hood are to be attached to the permanent collar with buttons.

EPAULETS:

The epaulets should be made using self-material. The epaulet should be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.

BADGE TAB:

The badge tab should be made of the outer fabric, 2" tall by 1" wide. The first eyelet is 1/2" down from the top finished edge and the second is 1/2" up from the bottom-finished edge. The eyelets are spaced 1" apart from center to center. It should be centered 2-1/2" above the left pocket flap.

ZIPPER:

Provide a YKK #5 or equal 2-way molded nylon zipper in the front and a 11" nylon zipper on each side vent.

BUTTONS AND SNAPS:

The pocket flaps and epaulets should be secured with 24 ligne metal buttons. Front fly and side zipper tabs should be secured by high impact, non-reflective, non-glare, scratch resistant snaps.

THREAD:

All sewing is to be done with polyester core thread or 100% Spun Polyester thread.

SHOULDER PATCHES:

Are to be provided by Baton Rouge Metropolitan Airport Police/ARFF and sewn on by the vendor. One patch is to be sewn on the right shirt sleeve and one to be sewn on the left shirt sleeve, center of the epaulet and approximately 1" down from the shoulder seam.

SIZE TAG AND CARE INSTRUCTIONS:

Each jacket should have a sewn in woven size label. There should also be a printed label with care instructions and each coat marked with lot number, size fiber content and WPL number (Wool Products Labeling Act).

WARRANTY:

One year against workmanship or fabric defects.

LINER:

Fabric:

Face:	100% Nylon Taffeta from DuPont or equal, 104 X 86 Thread Count
Insulation:	Thinsulate by 3-M or equal. Quilted 200 gram body with 100 gram sleeves
Back:	100% Nylon taffeta from DuPont or equal, 104 X 86 Thread Count

The liner should be made over a full cut long sleeve liner pattern, with side vents to accommodate side zip jackets.

The liner should have long sleeves and knit wristlets with tap and/or loop to accept anchor buttons or anchor strap. The entire body should be bound with 1-9/16" Nylon bias binding. The side seams, shoulder seams and sleeve seams should be joined with a serge-sew safety stitch machine. The armhole will have a knit insert to allow freedom of movement.

There should be one (1) lower inside patch pocket. The pocket should be bound with 1-9/16" Nylon bias binding and should be attached with a single needle machine.

There should be attached to the liner an interlining molded nylon zipper, center marked and interchangeable. The zipper should be a sufficient length to be satisfactorily attached to the facing of a jacket.

Officers Uniform Shirts

Item 5 Fechheimer Long 9820(LS) or equal;

Item 6 Fechheimer Short 9800(SS) or equal

GENERAL:

Shirt designed for fire service applications fabric Nomex or equal compliant with National Fire Protection Association 1975, 1999 edition. Snap Front Shirt.

FABRIC:

The shirt should be manufactured with the following fabric to assure absolute consistency of color, performance design and compliance with NFPA Standard 1975.

Name: NOMEX IIIA or equal

Blend: 93% Nomex or equal / 5% Kevlar or equal / 2% Carbon

Weight: 4.5 oz./yd²

Finish: Post-cure for Permanent Press by the Nomex or equal Autoclave Method.

Color:

Midnight Navy

THREAD:

All thread is NOMEX III or equal size 45/3 KR Finish for absolute seam reliability.

SIZING:

The NOMEX III or equal, Snap Front Shirt is fully graded such that all vital dimensions change according to chest size. The grade for long sleeves includes three (3) lengths – short, regular, and long. Sizes will be graduated combination to assure a proper fit across the full range of fire fighter body types. Available in ladies sizes also.

STITCHING:

All seams and stitching conform to ASTM Standard D 6193-97 Standard Practice for Stitches and Seams formerly Fed-Std-751. Garment stitch types are as follows:

515	Four Thread Safety Stitch
301	Lockstitch
401	Chain Stitch
504	Three Thread Over Edge Stitch

All stitch types are sewn at stitch per inch (S.P.I.) rates individually set by operation at 10 – 12 S.P.I. to insure extended seam wear life. All thread tension is evenly maintained to eliminate tight or loose stitching. All seam allowances are maintained so that there are no raw edges, run offs, twists, pleats, or open seams. All seam ends secured by other seams and/or bar-tacked no less than ¼". Stitching line ends overlapped not less than ½". Thread breaks overstitched at least ½" on either end of break.

COLLAR:

The collar should be a die cut two-piece dress style with 2 7/8" collar points sewn to a two-piece 1 3/8" collar/band. The collar should be fully lined with a fusible woven liner and should have permanent collar stays ultrasonically attached. The collar should be topstitched for tailored appearance and shape retention. A 90 stitch horizontal buttonhole should be positioned 3/4" from the end of the collar band and centered on the band. A 17 ligne size button should be sewn with 14 stitches 5/8" from the end of the collar band, centered on the band.

FRONT:

The left front of the NOMEX IIIA or equal Snap Front Shirt front should be manufactured such that the front snaps are covered by a 1 1/2" panel on the left front extending the full length of the shirt from collar band to hem. Beneath the panel on the left shirtfront should be six female heavy-duty, solid brass anodized military snap fasteners, ligne size 17. The left shirtfront should have a 1 3/8" turned under lapel style hem held in place by six decorative (false) buttons. The panel covering should be prevented from folding back or gaping away from the left front by the decorative buttons. All snap fasteners should be set through two plies of fabric for added strength. Snap fasteners are not to be exposed on the outside of the shirt to prevent any metal from touching the wearer's body. Two Paxar or equal labels should be attached to the front collar approximately 1" up from the hem by means of a label patch.

The right front should have 7/8" wide inside finished facing that is sewn the full length of the front from the collar band to the bottom hem. On the right front should be set six 17 ligne size solid brass anodized military snap fasteners spaced 3 1/2" apart, center to center, so that when the shirt is closed, the snaps are hidden beneath the panel front covering.

POCKETS:

There should be two mitered-corner breast pockets with 7/8" top hem and 3/8" inside creased edges. Each pocket should be 5 1/2" wide and 5 3/4" deep with 1-3/8" mitered corners. A 1-1/2" box pleat will be centered on each pocket and stitched at top and bottom to prevent spreading. Topstitching should be 1/16" from the edge to reduce puckering. Pocket should close by velcro tabs 5/8" x 3/4".

FLAPS:

There should be two die cut flaps placed 1/2" above each pocket. The flaps should be 5 3/4" long by 1" wide at the sides and 2" wide at the center. The right flap should be 1/16" topstitch set, the left pocket flap should be set with three 28 stitch bar tacks such that it is divided into a 1-1/2" wide pencil slot with the remainder set in top stitching. The corner of each flap should have a 5/8" x 3/4" velcro tab. A decorative (false) button should be sewn with 14 stitches 1 3/8" down from the pocket top and centered thereon.

SLEEVES:

The sleeves should be one-piece construction and should be closed at the underarm and set into the shoulders with a double needle safety stitch. Short sleeves should terminate in a 7/8" inside hem and be bar tacked for extra durability.

CUFFS:

Long sleeves should terminate in a 2-5/8" wide cuff and a 1" wide by 7-1/2" long, full dress placket with 6" opening. Both placket and cuff should be set onto the sleeve such that not less than 3/8" of the sleeve fabric is inserted into them to prevent seam slippage and subsequent pullout. The cuff should have radiused corners and be fully lined with a woven liner. A buttonhole sewn with 86 stitches should be mounted 1/2" from the cuff outside end, while two 17 ligne size buttons are mounted with 14 stitches 5/8" and 1-5/8" respectively from the inside cuff end.

BACK, YOKE, AND SHOULDER:

All seams should be either felled, safety stitched, or safety stitched and then topstitched. The back should be joined to the yoke by means of a double needle felled yoke seam. The yoke should be 2-1/2" wide at the center neck and 2" wide at the armholes. The yoke should join the shirtfronts with double needle felled shoulder seams. The back should join the fronts at the sides by means of safety stitching.

HEM:

A 3/16" rolled hem should be sewn around the entire bottom of the shirt.

BADGE HOLDER:

There should be an inside sling-type badge holder of same material approximately 1-1/2" wide extending from the left shoulder seam. Sling edges to be fully serged or pinked to prevent raveling. There should be two thread eyelets 1" above the pocket flap, on a vertical line with the pocket button.

SHOULDER EPAULETS:

The straps should measure 2" at the sleeve head, tapered to approximately 1 1/8" at the ends, which are to be pointed 7/8". Shoulder epaulets are to be 1/4" from collar to point. Straps should be fully lined. Straps should be sewn into the shoulder seam and stitched to shoulder using a single needle machine forming an "X". Buttons attached to shoulder are to align with strap buttonhole. Lengths of straps are to be graduated according to size of shirts.

MILITARY CREASES:

Shirts should have five military creases. There will be three on the back and one on each front centered on the pocket button. The creases should be permanently creased and stitched 1/16" through and through.

SHOULDER PATCHES:

Patches will be provided by Baton Rouge Metropolitan Airport Police/ARFF and be sewn on by the vendor. One patch on the right shirtsleeve and one on the left shirtsleeve centered of the epaulet and approximately 1" down from the shoulder seam.

FINISHING:

All shirts should be pressed flat. After pressing, they are permanently shaped using the Nomex or equal Autoclave permanent press method.

- A. Press on New York type press at 310 - 325°F
5 seconds minimum steam
10 seconds heat
5 seconds vacuum
- B. Press head pressure: 80 psig
3 – 5 seconds steam at 310 - 325°F
8 – 10 seconds bake
3 – 5 second vacuum
- C. Creases, which are not imparted through permanent stitching (e.g., trouser leg creases) should be treated prior to Autoclaving.
- D. Autoclave Specifications Procedures
Hang trousers by cuffs
Hang Shirts on drapery hanger with second button closed
Size of vessel: 6' x 6'

Load: not greater than 50 garments per cycle
Steam: 85-psi line pressure
Boiler Cap: 200 HP
Space: 450-ft² minimum

Garments should be hung in the autoclave in a manner such that pressed creases from one garment do not touch creases in other garments. The garment rack should be covered completely with fabric to minimize contact of condensed moisture with garments during autoclaving cycle.

Pre-vacuum: 2 –3 minutes @ 25 inches of vacuum (minimum) on gauge.

Steam: 10 –15 minutes @ 30 psig saturated steam at 274°F

Post-vacuum: 3 – 5 minutes @ 25 inches of vacuum (minimum) on gauge.

Garment removal: Hang to fully cool prior to further handling and/or packaging.

INDEPENDENT THIRD PARTY CERTIFICATION AND LABELING:

All shirts will be labeled in accordance with section 2-2.3 of NFPA 1975, 1999. All shirts will bear all labels mandated by Federal Trade Commission at the date of manufacture. All products should be cut and sewn in the U.S.A. and labeled accordingly. All products should be listed as classified by Underwriter's Laboratories as being compliant with the requirements of NFPA 1975-1999.

USE, CARE, MAINTENANCE, AND WEARER TRAINING:

Every garment as required by NFPA 1975-1999 should have securely attached instructions regarding the care of the garment. Applicable cautions to the wearer will be included.

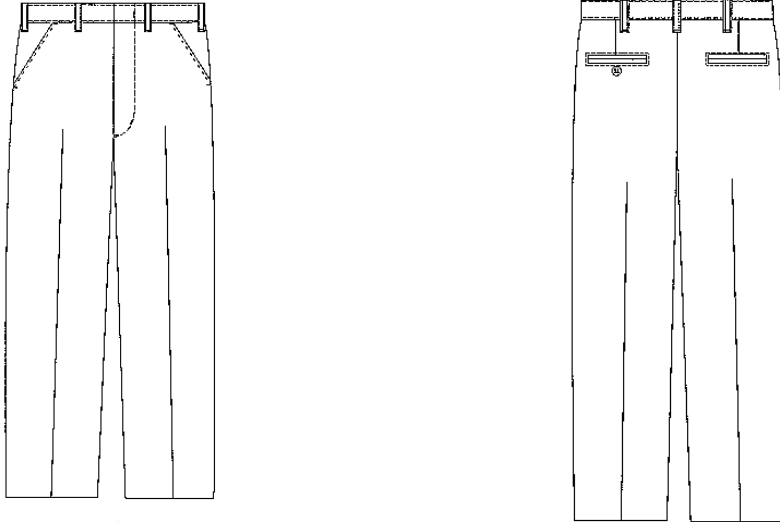
WORKMANSHIP AND QUALITY CONTROL:

All garments should be made in a craftsman like manner and should be inspected during manufacturing, final trimming, and packing to insure consistent quality and adherence to this specification. All garments should be warranted against defects in materials and workmanship for the useful life of the product.

Item 7 Officers Uniform Trousers
Fechheimer 98200 or equal

GENERAL:

A highly engineered trouser designed for fire service applications to maximize the appearance and wear life potential of a fabric compliant with NFPA (National Fire Protection Association) 1975, 1999 edition. Trouser must be designed to assure consistency of construction and fit across the full range of firefighter body types.



(Plain Weave)

FABRIC:

The trouser should be manufactured with the following fabric to assure absolute consistency of color, performance.

Name: NOMEX IIIA or equal

Blend: 93% Nomex or equal/ 5% Kevlar or equal / 2% Carbon

Weight: 6.0 oz.yd² (Plain Weave)

Finish: Post-cure for Permanent Press by Nomex or equal Autoclave Method

Color:

Midnight Navy

INTERNAL CONSTRUCTION FABRIC:

Pockets and waistband should be:

Name: NOMEX IIIA or equal

Weight: 4.5 oz.yd²

Finish: LongWear or equal flame resistant and abrasion resistant coating on pockets.

Heavy-duty flame resistant silicone ShirtLock or equal strip on waistband.

THREAD:

All thread is Nomex III or equal, size 30/3 KR Finish for absolute seam reliability.

SIZING:

The NOMEX IIIA Trouser pattern or equal must be fully graded such that all vital dimensions change according to waist size. The grade applies not only to seat, front rise, back rise, and thigh measurements, but also to the knee and bottom measurements.

STITCHING:

All seams and stitching conform to ASTM Standard D 6193-97 Standard Practice for Stitches and Seams formerly Fed-Std-751. Garment stitch types are as follows:

Stitch Type	Description
515	Four Thread Safety Stitch
301	Lockstitch
401	Chain Stitch
401 Tandem	Staggered and Alternating Double Chain Stitch
504	Three Thread Over Edge Stitch

All stitch types are sewn at stitch per inch (S.P.I.) rates individually set by operation at not less than 10 – 12 S.P.I. to insure extended seam wear life. Stitch type 401 Tandem is used at combined S.P.I. of 16.

All thread tension is evenly maintained to eliminate tight or loose stitching. All seam allowances are maintained so that there are no raw edges, run offs, twists, pleats, puckers, or open seams. All seam ends secured by other seams and/or bar-tacked no less than ¼". Stitching line ends overlapped not less than ½". Thread breaks overstitched at least ½" on either end of break.

SIDE FASTENERS:

Slide fasteners (fly zipper) should consist of solid brass hardware on colorfast Nomex III or equal 7/16" tape. The chain size #45Y, Style 45YGS5 slider and ratcheting chain to prevent breakage of chain teeth.

WAIST CLOSURE:

Primary waist closure is a hook and bar construction mounted on the waistband using rustproof nickel plated steel hardware as follows: Size 85 bar and bar internal reinforcement plate. Size 8 hook and hook internal reinforcement plate. Internal reinforcement tape 7/8" wide should be mounted between the plates and the body fabric to insure construction integrity for extended wear life. Tape should be bar-tacked, to prevent movement or loss of hook and bar. Waist closure appearance is further guaranteed by mounting a #22 ligne size button/buttonhole closure 1" below the waistband on the left and right fly construction.

TAILORED WAISTBAND:

Waistband is full dress style including all tailoring detail of construction. It is assembled from NFPA complaint internal construction fabric to finish 1 ½ wide with ¼" extension, and fully reinforced internally. Approximately 2" of additional waistband length should be turned at the center back seam to permit alterations of up to 1" at the waistband and up to ½" through the seat. The entire circumference of the waistband is permanently hot-melt bonded with a continuous ¼" band of silicon to enhance a neat appearance by preventing shirt pullout at the waist. After assembly the waistband is Ro-Cap set to the trouser. Inside the band is a separate lining---made from pocketing fabric---and interlining. Grown on waistlines are not acceptable in lieu of trouser waistband.

Band (Ro-Cap) a separate band of body fabric sewn on and turned down so the attaching seam is not visible.

SIZES:

Male and female sizes 28 –54 should be provided, short and long lengths should be available.

BELT LOOPS:

There are to be seven belt loops on waist sizes 30" through 45", nine loops on waist sizes 46" and over, and five loops on sizes 28" and 29". Belt loops should be set onto the waistband and bar tack set at the top and bottom. Belt loops are fully 2 ¼" long and have finished width of 5/8".

TAILORING AT HIPS:

There are two darts to shape the trouser at the hips. They are placed at the left and right back extending down from the waistband to the center of each hip pocket.

POCKETS: There are four pockets as follows:

- A. FRONT: Left and right bi-swing type pockets with 6 ½" quarter top openings and fully 11 ¼" depth. Openings are bar-tack reinforced at top inside waistband and at bottom across side seam. Pockets are also bar tacked twice at top of pocket bag under the waistband, at corner of pocket bag, and at the side. Pockets are constructed of internal construction fabric, which includes a flame and abrasion resistant reinforcing layer at the heel of each pocket not less than 2 ½" deep.
- B. REAR: Left and right bi-swing type hip pockets of top and bottom welt construction with openings 5 ¼" wide and 6" deep. Pocket openings should be top-stitch reinforced openings and bar tack reinforced at both ends. Left pocket opening should include a #22 button/buttonhole to close the pocket.

FLY CONSTRUCTION:

The right inside fly is reinforced with internal construction fabric and 1/8" gauge topstitched along the entire exposed edge to insure shape retention for extended wear life. The left, outside fly is fully lined internally for shape retention. Right and left fly are joined together at the base of the fly and this joint is bar tacked reinforced through and through the entire trouser with two (2) bar tacks. The first bar tack is set horizontally. The second is set above the first and at a 45° angle. The right inside fly is a true French Fly with secondary button closure for additional reinforcement and smooth appearance.

CROTCH AND SEAT ASSEMBLY METHOD:

The crotch is formed below the fly at the intersection of the four foundation panels of the trouser: Left front, right front, left rear and right rear. The trouser is assembled to form this crotch by first sewing the left front to the left rear thus making the left side of the trouser; and the right front to the right rear to form the right side. The left side of the trouser thus formed is then joined together to the right side by means of the seat seam. The seat seam is turned and reinforced with a 301 lockstitch. The trouser is not assembled by the alternate whole front to the whole back method.

SEAT CONSTRUCTION:

To insure absolute seat seam efficiency, the seat seam, which joins the left and right sides of the trousers, is double sewn by means of two needles each sewing stitch type 401, double chain stitch. The two needles sew in tandem to form closely adjacent alternating stitches totaling not less than 16 per inch. Seams, which expose the thread to external abrasion, are unacceptable. Seams, which transfer the majority of stress to the fabric rather than to the thread, are unacceptable, as they cannot be repaired in the event of failure. Extra fabric is allowed such that seat girth and waistband diameter may be expanded or decreased by the wearer during the trousers' extended wear life.

LEG CONSTRUCTION:

The trouser legs are fully cut for ease of movement and assembled using stitch 515, four thread safety stitch. Left and right out-seams are then further reinforced by means of type 301 stitching sewn through and through each assembled out seam along their entire length.

FINISHING:

All trousers should be pressed flat. After pressing, they are permanently shaped using the Autoclave permanent press method.

- A. Press on New York type press at 310 - 325°F
5 seconds minimum steam
10 seconds heat
5 seconds vacuum

- B. Press head pressure: 80 psig
3 – 5 seconds steam at 310 - 325°F
8 – 10 seconds bake
3 – 5 second vacuum
- C. Creases, which are not imparted through permanent stitching (e.g., trouser leg creases) should be Lintrak treated or equal prior to Autoclaving.
- D. Autoclave Specifications Procedures
Hang trousers by cuffs
Hang Shirts on drapery hanger with second button closed
Size of vessel: 6' x 6'
Load: not greater than 50 garments per cycle
Steam: 85-psi line pressure
Boiler Cap: 200 HP
Space: 450-ft² minimum

Garments should be hung in the autoclave in a manner such that pressed creases from one garment do not touch creases in other garments. The garment rack should be covered completely with fabric to minimize contact of condensed moisture with garments during autoclaving cycle.

Pre-vacuum: 2 –3 minutes @ 25 inches of vacuum (minimum) on gauge.

Steam: 10 –15 minutes @ 30 psig saturated steam at 274°F

Post-vacuum: 3 – 5 minutes @ 25 inches of vacuum (minimum) on gauge.

Garment removal: Hang to fully cool prior to further handling and/or packaging.

INDEPENDENT THIRD PARTY CERTIFICATION AND LABELING:

All shirts will be labeled in accordance with section 2-2.3 of NFPA 1975, 1999. All shirts will bear all labels mandated by Federal Trade Commission at the date of manufacture. All products should be cut and sewn in the U.S.A. and labeled accordingly. All products should be listed as classified by Underwriter's Laboratories as being compliant with the requirements of NFPA 1975-1999.

USE, CARE, MAINTENANCE, AND WEARER TRAINING:

Every garment as required by NFPA 1975-1999 should have securely attached instructions regarding the care of the garment. Applicable cautions to the wearer will be included.

WORKMANSHIP AND QUALITY CONTROL:

All garments should be made in a craftsman like manner and should be inspected during manufacturing, final trimming, and packing to insure consistent quality and adherence to this specification. All garments should be warranted against defects in materials and workmanship for the useful life of the product.

Item 8 Uniform Commando Type Sweater
A+ Career App 5953 or equal

STYLE:

Navy Blue in color, v-neck uniform commando type light weight sweater. The sweater should have color matched shoulder, elbow patches and epaulets.

MATERIAL:

Made of 100% Acrylic Fabric 2x2 heavy rib v-neck and must be machine washable.

SIZES:

S-5XL POLICE NAVY or equal to match existing uniform commando type sweaters

Item 9 Class A Uniform Dress Coat, Double Breasted
Fechheimer Dbl Breasted 38804 or equal

STYLE:

11-11.5oz. 100% Polyester Navy Blue in color, fully lined with six (6) gold Police button front with peak lapels. Shoulder pads and front tailoring on the coat. Two (2) lower simulated pockets with plain flaps and an inside breast pocket. This coat also has a badge tab with shoulder straps. Should be of Fechheimer quality or equal. On sleeve braid for corporal or officers, one (1) gold sleeve braid for corporal and two (2) for lieutenants and above.

Item 10 Class A Uniform Dress Trousers
Fechheimer 38200 or equal

STYLE:

11-11.5oz. 100% polyester Navy Blue in color. The Uniform Dress Trousers should be of the same color and, material, and quality as to exactly match the uniform dress coat listed in Item 9. Rubberized strip helps shirts stay tucked. Quarter top pockets.

Item 11 Uniform Service Cap
W. Alboum Pershing or Round Top or equal

STYLE:

The uniform service cap should be of the same color as uniform listed on Items 9 and 10 above, and be Air Force type. The cap should be cushion air, round and have a black cap strap. The service cap should be of textured polyester construction with a leather adjustable sweat band.

Item 12 Uniform Service Carrier Vest
TEX-TROP BY ELBECO OR EQUAL

Vest holds ballistic panels in vest manufacturer's approved concealable carrier while being worn with this Vest Carrier. **The Vest Carrier offers no ballistic and/or stab protection.**



- Professional uniform shirt look with identical fabric match to all TexTrop™ or equal shirt colors
- Pointed shoulder straps tacked down at point with mic clip openings under straps
- Fabric: 100% polyester - tropical weave
- Nano technology fabric to repel fluids
- Must accommodate most vest carriers currently on the market (warranty confirmation letter to be available upon request).
- Large size range to accommodate both male and female vests with front-to-back hook and loop side closure for easy on/off and increased adjustability.
- Document pockets under each chest pocket with hook and loop closure

- False button front placket with center utility tab
- Trims dyed to match fabric color for a seamless professional appearance
- Weight: 5-5.5 oz./sq. yd. -- 9.5-10 oz./linear yd.
- Top-stitched straight yoke
- Straps and flaps have removable button feature
- Large hidden document pocket under left chest
- Badge eyelets above left chest pocket with loose badge tab and name plate is to be included
- Melamine high impact buttons
- Machine washable
- Two pleated chest pockets with non-functional scalloped flaps, hook and loop closure and non-functional button.
- Cummerbund-style stretch waistband with front to back side velcro closure system
- Three stitched-in military creases on vest back and two on vest front
- Heavy-duty twill-lined interior with pouches at front and back and internal tunnel opening at shoulders
- Anti-microbial technology to reduce bacteria that causes odor over time.
- Single-needle detailing for tailored professional appearance

Definitions for Fabrics & Textiles

Anti-Bacterial (Anti-Microbial)

A fabric that has been chemically treated or a fiber that is created by incorporating the anti-bacterial chemical agent into the fiber formula, making the finished fiber or fabric resistant to, or inhibiting the growth of micro-organisms.

Autoclave

The preferred principle for sterilization through heat. The autoclave is the most widely used method.

Band (Ro-Cap)

A separate band of body fabric sewn on and turned down so the attaching seam is not visible. Inside the band is a separate lining---made from pocketing fabric---and interlining.

Nano-technology

Complex technology that involves nano-size materials and combines science such as biology, chemistry and physics and engineering.

Taslanized

The process is feeding a bundle of continuous filament yarns into a small jet nozzle with various amounts of slack (overfeed). High pressure air (> 100 PSI) creates a suction and a turbulent airstream which tangles any slack into a yarn with a similar hand as a spun yarn. It is the turbulent airflow that tangles the fibers. This method of yarn production creates a yarn that is normally more even than a spun yarn and does not pill like a spun yarn.

Schedule of Bid Items

A24-0526 AIRPORT POLICE UNIFORMS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	Long sleeve uniform shirts for dispatchers (Model: Liberty Long 761MLB (LS) per specifications) or approved equal Product Bid: _____	15	EA	\$ _____	\$ _____
0002	Short sleeve uniform shirts for dispatchers (Model: Liberty Short 771MLB (SS) per specifications) or approved equal Product Bid: _____	15	EA	\$ _____	\$ _____
0003	Uniform service trousers for dispatchers (Model: Liberty 609MNV per specifications) or approved equal Product Bid: _____	15	EA	\$ _____	\$ _____
0004	Jacket with zip-out liner (Model: Horace Small NewGen HS3350 per specifications) or approved equal Product Bid: _____	10	EA	\$ _____	\$ _____

All items must be bid, Zero will be considered as NO BID: Zero (0) on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit price column.

Schedule of Bid Items

A24-0526 AIRPORT POLICE UNIFORMS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
0005	Short sleeve uniform shirts for officers (Model: Fechheimer Short 9800(SS) per specifications) or approved equal Product Bid: _____	60	EA	\$ _____	\$ _____
0006	Long sleeve uniform shirts for officers (Model: Fechheimer Longt 9820(LS) per specifications) or approved equal Product Bid: _____	60	EA	\$ _____	\$ _____
0007	Uniform service trousers for officers (Model: Fechheimer 98200 or equal per specifications) or approved equal Product Bid: _____	60	EA	\$ _____	\$ _____
0008	Uniform commando type sweater for dispatchers and officers (Model: A+ Career App 5953 per specifications) or approved equal Product Bid: _____	60	EA	\$ _____	\$ _____

All items must be bid, Zero will be considered as NO BID: Zero (0) on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit price column.

Schedule of Bid Items

A24-0526 AIRPORT POLICE UNIFORMS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
0009	Uniform dress coat for officers (Model: Fechheimer Dbl Breasted 38804 per specifications) or approved equal Product Bid: _____	20	EA	\$ _____	\$ _____
0010	Uniform Dress trousers for officers (Model: Fechheimer 38200 per specifications) or approved equal Product Bid: _____	20	EA	\$ _____	\$ _____
0011	Uniform service cap for officers (Model: W. Alboom Pershing or Round Top per specifications) or approved equal Product Bid: _____	20	EA	\$ _____	\$ _____
0012	Uniform Service Carrier Vest for officers (Model: TEX-TROP BY ELBECO per specifications) or approved equal. Product Bid: _____	20	EA	\$ _____	\$ _____

All items must be bid, Zero will be considered as NO BID: Zero (0) on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit Price column.

Deviations to Bid Items

A24-0526 AIRPORT POLICE UNIFORMS

ITEM	DESCRIPTION	Meets Specifications Yes/No	Deviation If Applicable
0001	Long sleeve uniform shirts for dispatchers (Model: Liberty Long 761MLB (LS) per specifications) or approved equal Product Bid: _____		
0002	Short sleeve uniform shirts for dispatchers (Model: Liberty Short 771MLB (SS) per specifications) or approved equal Product Bid: _____		
0003	Uniform service trousers for dispatchers (Model: Liberty 609MNV per specifications) or approved equal Product Bid: _____		
0004	Jacket with zip-out liner (Model: Horace Small NewGen HS3350 per specifications) or approved equal Product Bid: _____		
0005	Short sleeve uniform shirts for officers (Model: Fechheimer Short 9800(SS) per specifications) or approved equal Product Bid: _____		
0006	Long sleeve uniform shirts for officers (Model: Fechheimer Longt 9820(LS) per specifications) or approved equal Product Bid: _____		

Deviations to Bid Items

A24-0526 AIRPORT POLICE UNIFORMS

ITEM	DESCRIPTION	Meets Specifications Yes/No	Deviation If Applicable
0007	Uniform service trousers for officers (Model: Fechheimer 98200 or equal per specifications) or approved equal Product Bid: _____		
0008	Uniform commando type sweater for dispatchers and officers (Model: A+ Career App 5953 per specifications) or approved equal Product Bid: _____		
0009	Uniform dress coat for officers (Model: Fechheimer Dbl Breasted 38804 per specifications) or approved equal Product Bid: _____		
0010	Uniform Dress trousers for officers (Model: Fechheimer 38200 per specifications) or approved equal Product Bid: _____		
0011	Uniform service cap for officers (Model: W. Alboum Pershing or Round Top per specifications) or approved equal Product Bid: _____		
0012	Uniform Service Carrier Vest for officers (Model: TEX-TROP BY ELBECO per specifications) or approved equal. Product Bid: _____		

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. General Liability Insurance

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

B. Automobile Liability Insurance

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

C. Worker Compensation and Employers Liability Insurance

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. **The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.**

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

D. Excess Umbrella Liability Coverage

Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as:

**City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
222 St. Louis Street
8th Floor Room 826
Baton Rouge, LA 70802**

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

_____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____

¹
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20__ , as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20__.

SECRETARY

AGREEMENT (sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 202_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title

Contract Period

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. Federal Clauses & US Treasury Regulations, if applicable
 - E. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
OWNER

WITNESS:

By _____
Sharon Weston Broome, Mayor-President

WITNESS:

CONTRACTOR

By _____

(Typed Name and Title)

Approved as to form:

Parish Attorney's Office

STANDARD FEDERAL AWARD
CONTRACTOR TERMS AND CONDITIONS
COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS
(2 C.F.R. § Pt. 200, App. II)

CHECK HERE TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ARE BEING USED FOR THIS CONTRACT/PROFESSIONAL SERVICE AGREEMENT

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:

- a) elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a) 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:

- b) 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.
- c) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of he 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

- h) 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.
- i) 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.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. 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 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.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Water Act/ Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply 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 Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b) If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- c) If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in 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 purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

12. **Domestic Preferences for Procurement**. As appropriate and to the extent consistent with law, the parties 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "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. (2) "Manufactured products" means 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.

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

CONTRACTOR

_____ **BY:** _____
(Authorized Signature)

_____ **BY:** _____
(Printed name)

Date: _____

NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
CONTRACTOR TERMS AND CONDITIONS**

Use of Funds.

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

Period of Performance. **The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.**

Reporting. **CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.**

Maintenance of and Access to Records.

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Pre-award Costs. **Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.**

Administrative Costs. **CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.**

Cost Sharing. **Cost sharing or matching funds are not required to be provided by CONTRACTOR.**

Conflicts of Interest. **CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.**

Compliance with Applicable Law and Regulations.

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."

Debts Owed the Federal Government.

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made

or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.