



Bid Number 50-00149271

Two (2) Year Contract for The Emergency Replacement of Eastbank and Westbank Traffic Control Signs on an as Needed Basis for The Jefferson Parish Department of Engineering

BID DUE: February 12, 2026 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist II: Stacey Champagne
Email: stacey.champagne@jeffparish.gov
Phone: 504-364-2688**

**Two Year Contract for The Emergency Replacement of Eastbank and Westbank
Traffic Control Signs on an as Needed Basis for The Jefferson Parish
Department of Engineering**

Bid #50-00149271

SECTION 1 SIGN REPLACEMENT

1.01 DESCRIPTION. The Contractor shall furnish traffic control signs to be installed by Jefferson Parish Traffic Engineering (including, but not limited to regulatory signs, warning signs, guide signs, service specific signs, directional signs, street name signs and/or emergency management signs) which existed prior to and was damaged or missing as a result of a natural disaster or state of emergency or are needed to address issues that are a result of the natural disaster or state of emergency.

1.02 GENERAL. Furnishing Parish-maintained traffic control signs will only be required if Jefferson Parish equipment or materials cannot meet the demand of signs need for repairs or are not operational at the time notice to proceed is issued.

Signs will be part of disaster recovery; therefore, deliveries are expected within 3 working days of order being placed. Orders will be given daily basis as needed to meet repair/replacement needs.

1.03 MATERIALS. All aluminum blanks and sign sheeting required for replacement of signs shall be furnished by the contractor and shall conform to Jefferson Parish requirements for strength and reflectivity without exception.

Aluminum sign blanks shall be degreased, etched, chemically treated, and deburred as per attached specification.

Reflective Sheeting used on all signs shall conform to Jefferson parish Traffic Engineering Division reflective sheeting specifications, see attached.

Hole locations are to be as per standard highway signs, U.S. Department of Transportation Federal Highway Administration Manual, as revised.

1.04 MEASUREMENT AND PAYMENT. Payment will be on a square foot basis and determined by Tables 2B-1, 2C-1, 2C-2, 2D-1, 2E-1, 2F-1, 2G-1, 2H-1, 2I-1, and 2N-1 of the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall include delivery cost.

Payment will be made under:

<u>BID ITEM NO.</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
001	Sign Replacement	Sq. Ft.

JEFFERSON PARISH TRAFFIC ENGINEERING DIVISION
SPECIFICATIONS FOR
ALUMINUM SIGN BLANKS

Contract terms:

These specifications are for the Aluminum Signs Blanks for Jefferson Parish Traffic Engineering Division East and West Banks, for the fabrication of traffic signage of Jefferson Parish roadways.

Warranty:

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

General specifications:

Items included in this contract consists of various size, shape, and thickness of flat sheet and aluminum sign blanks to which a chemical conversion treatment coating has been applied.

Materials:

1 – Aluminum. Blanks shall conform to ASTM Specification B-209-14, Alloy 5052-H38.

2 – Chemical Conversion Coating. The chemical coating to be employed in the preparation of aluminum sign blanks shall conform to Specification MIL-C-5541 or ASTM B-449, and shall be of the chromate type, such as Alodine No. 1200F, or equivalent.

Fabrication:

1 – Sheet and/or blanks shall be a continuous section of the length, width and thickness, with required holes, corner radii, and shape as specified on the requisition.

2 – All edges are to be sheared or die cut. Sawed edges will not be acceptable.

3 – All blanks and sheet are to be deburred on all edges, corner radii, and holes.

4 – Blanks and sheet will conform to dimensions specified within plus or minus 1/32, and when measured from corner to corner, shall not be out of square more than 1/16 inch.

5 – Warps or buckles in excess of 1/16 inch for each foot in length or width, when laid on a true flat surface, will not be acceptable.

6 – All fabrication will be accomplished prior to the application of the chemical conversion coating.

Chemical Conversion Treatment:

Requirements:

- 1 – The chemical conversion treatment shall impart a golden coloration to aluminum and aluminum alloys. The golden coating shall conform in color and corrosion resistance to that imparted by the Alodine 1200F treatment.
- 2 – The chemical conversion coating imparted to the metal by the Alodine 1200F, or equivalent, bath shall produce sufficient bare-exposure (without organic coatings) corrosion resistance to satisfactorily resist a minimum of 168 hours exposure to salt spray when treated under the provisions of U.S. Specification MIL-C-5541B or ASTM B-449 (CLASSI-30-100MG).
- 3 – The coating produced by the chemical conversion treatment shall consist essentially of a complex aluminum-chromate containing traces of oxides.
- 4 – The chemical conversion treatment shall inherently, as a result of the conversion or processing chemistry, be capable of maintaining coating color uniformity during production without employment of auxiliary ion-exchangers or reactive apparatus.
- 5 – The chemical conversion treatment shall also permit the processing of aluminum or aluminum alloy components containing dissimilar metal inserts or parts without detriment to either.
- 6 – Only such chemical conversion treatments which permit adequate solution control by chemical analysis shall be used.
- 7 – In addition to the other requirements of this specification, only those chemical conversion treatments which have been qualified under U.S. Specification MIL-C-5541B, or ASTM B-449, may be employed.

Processing Procedure:

The chemical conversion processing operation cycle shall consist of:

Operation No. 1 – CLEAN – A liquid etching type alkaline cleaner, Amchem Ridoline No. 34 and Ridosol 510, or equivalent, will be used per manufacturer's recommendation.

Operation No. 2 – RINSE – An overflowing water rinse will be utilized.

Operation No. 3 – DEOXIDIZE – Amchem Deoxidizer #6-16, or equivalent, will be used to desmut and remove heat treat and residual oxides remaining on metal.

Operation No. 4 – RINSE – An overflowing water rinse will be utilized.

Operation No. 5 – CHEMICAL CONVERSION TREATMENT – A chemical conversion treatment, such as Amchem Alodine No. 1200F, or equivalent, will be utilized to produce a protective golden coating.

Operation No. 6 – RINSE – An overflowing water rinse will be utilized.

Operation No. 7 – DRYING – Forced hot air drying.

Diamond Grade Reflective Sheeting Series 4000

1 Description

Diamond Grade Reflective Sheeting Series 4000 (“Sheeting”) features the most efficient retroreflective prism design currently available for use on vertical traffic control signs and delineators to return light to drivers under a diverse set of nighttime viewing geometries encountered by the driving public. Sheeting must meet the stringent retroreflective requirements described in the ASTM D4956 standard for Type XI retroreflective Sheeting.

The Sheeting is available in the following colors.

Table 1. Product Codes by Color

Color	Product Code
White	4090
Yellow	4091
Red	4092
Blue	4095
Green	4097
Brown	4099
Fluorescent Yellow - FY	4081
Fluorescent Yellow-Green - FYG	4083
Fluorescent Orange - FO	4084

2 Specifications

The Sheeting conforms to all current performance requirements of ASTM D4956 for Type XI retroreflective sheeting. Additionally, the Sheeting meets the following specifications.

2.1 Legibility

A traffic control and guidance sign (“Sign”) made with the Sheeting used for both Sign background and cutout copy will remain legible when viewed from a moving vehicle under normal day and night driving conditions by not excessively fading, discoloring, cracking, crazing, peeling, and blistering during the legibility periods in the locations as given in Table 2. Legibility Period is measured from the initial Sign fabrication date (“Fabrication Date”), and varies by Sign location as shown in Table 2.

Table 2. Sheeting Legibility Periods by Sheeting and Geographical Sign Location

Sheeting	Geographic Location of Sign	Legibility Period [from Fabrication Date]
4090, 4091, 4092, 4095, 4097, 4099	US & Canada	Up to 12 Years
4081, 4083	Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas	Up to 7 Years
	Canada and US other than the above States	Up to 10 Years
4084	US & Canada	Up to 3 Years

2.2 Gloss

The Sheeting has a rating of 50 or higher when tested in accordance with ASTM D523 using a 60° glossmeter.

2.3 Optical Stability

The Sheeting, applied to a 3-inch x 6-inch test panel, shall retain a minimum of 85% and a maximum of 115% of its initial coefficient of retroreflection when measured at a 0.2° observation and -4° entrance angle, after being placed in an oven at 71 ± 3 °C (160 ± 5 °F) for 24 hours followed by conditioning at standard room temperature for two hours.

2.4 Coefficient of Retroreflection (RA)

Table 3 describes the durations and coefficients of retained retroreflection¹ for Signs fabricated with the Sheeting for use in the US and Canada. The values presented in Table 3 apply only to Sheeting that has been applied, processed, installed, maintained, and cleaned.

Table 3. Minimum Retained coefficient of retroreflection (RA, [cd/lx/m²]) for Sheeting over time

Sheeting	Years from Fabrication Date	Minimum Retained Coefficient of Retroreflection [cd/lx/m ²]
4090, 4091, 4092, 4095, 4097, 4099	On Fabrication Date	ASTM D4956 Type XI
	Up to 7 Years	80% of ASTM D4956 Type XI
	8-12 Years	70% ASTM D4956 Type XI
4081, 4083	On Fabrication Date	ASTM D4956 Type XI
	Up to 7 Years/10 Years ^a	70% of ASTM D4956 Type XI
4084	On Fabrication Date	ASTM D4956 Type XI
	Up to 3 Years	70% of ASTM D4956 Type XI

The retained coefficient of retroreflection applies for 7 years after Fabrication Date for the following states: Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas. For all other locations the retained coefficient of retroreflection is for 10 years.

Conformance to coefficient of retroreflection requirements shall be determined instrumentally in accordance with ASTM E810 “Test Method for Coefficient of Retroreflection of Retroreflective Sheeting,” and per E810, values obtained at 0° and 90° rotations shall be averaged to determine the RA values referenced in Table 3.

2.5 Entrance Angularity Performance and Orientation

Sheeting has been designed to be an effective wide angle reflective Sheeting regardless of its orientation on the substrate or the ultimate orientation of the Sign after installation. However, because the efficiency of light return from cube corner reflectors is not equal at all application orientations, which is especially apparent at larger entrance angles, it is possible to get the widest entrance angle light return from a particular orientation. When high entrance angle ($>50^\circ$) performance is required for a given Sign (e.g., “keep right” symbols), it can be obtained easily by properly orientating the Sheeting on the completed Sign. In such situations, the completed Sign should have the Sheeting positioned at the 0° orientation (down web direction perpendicular to the road). When the flat side of the diamond (direction of diamond chain links) is vertical in the completed Sign, Sheeting is said to be at a 0° orientation. When the “primary groove line” (or, flat side of the diamond shape) is horizontal on the completed Sign, the Sheeting is said to be at a 90° orientation. See Figure 1 for details.

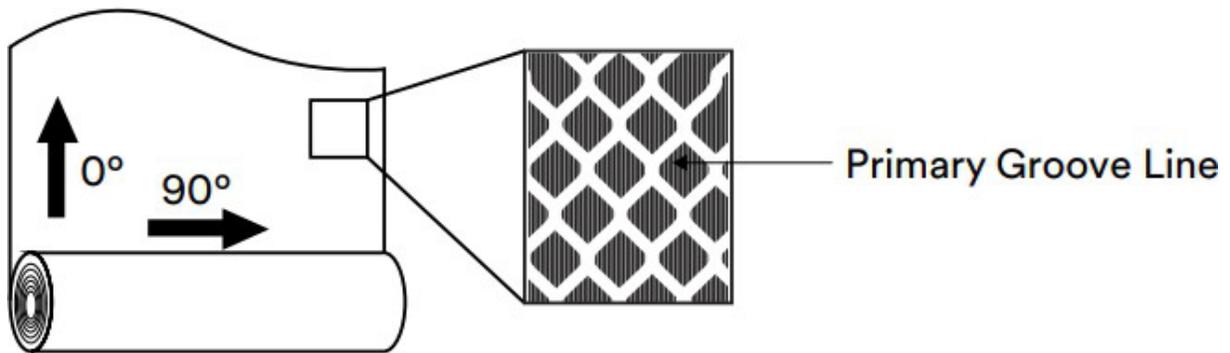


Figure 1. Primary groove line.

Unless Sign location and/or position calls for extra-wide entrance angularity performance or a specific installation direction is required in a customer specification, Signs and applied copy (letters, arrows, borders, and shields) can be fabricated and installed using the application orientation that most efficiently utilizes the reflective Sheeting.

Note: For multi-panel Signs, it is recommended that all background panels be sheeted such that the Sheeting direction is the same for all panels.

3 System of Matched Components

The Sheeting is compatible with a wide range of screen print and digital inks, translucent films, overlay films and other processing components.

4 Physical Properties

4.1 Fabrication Lines

The Sheeting manufacturing process results in periodic fabrication lines in the product, as illustrated in Figure 2. Fabrication lines may be noticeable in shop light but do not impact Sign functionality on the road, either in daylight or at night, under typical use conditions.

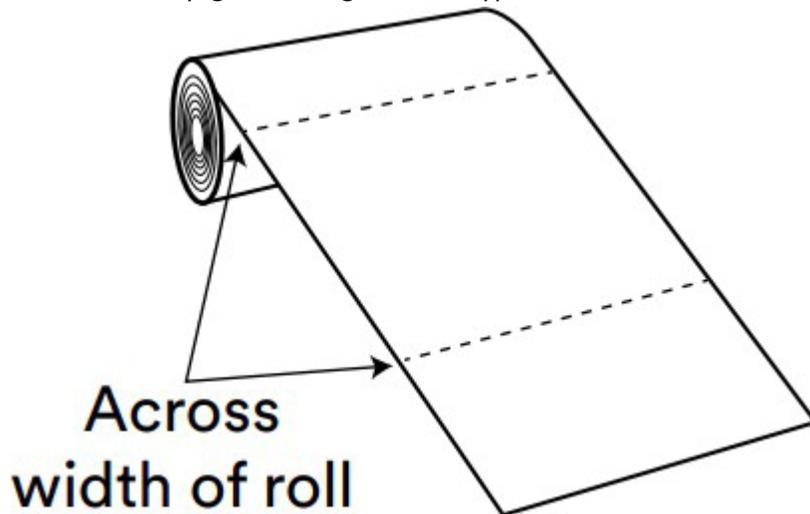


Figure 2. Fabrication lines

4.2 Adhesive

Sheeting comes with a pressure-sensitive adhesive that is recommended for application at temperatures of 65 °F (18 °C) and higher.

5 Sign Fabrication Methods

5.1 Application

Sheeting should be applied to Sign substrates at temperature of 65 °F (18 °C) and higher using any of the following methods:

Mechanical squeeze roll applicator - Applications to extrusions that are edge wrapped require sufficient softening of Sheeting. This can be accomplished by directing additional heat to the “next to last” edge roller. This practice may increase productivity and minimize cracking.

Application of Sheeting for complete Signs or backgrounds must be done using a roll laminator, either mechanical or hand driven.

5.2 Hand Application

Hand application is recommended for legend and copy only.

Hand applications will show some visual irregularities which may be objectionable to aesthetically critical customers. These irregularities are more noticeable on darker colors. To obtain a uniform close-up appearance, a roll laminator must be used.

All direct applied copy and border **MUST** be cut and squeegeed at all metal joints.

5.3 Splices

Sheeting must be butt spliced when more than one piece of Sheeting is used on a single piece of substrate. Sheeting pieces should not touch one another. This is to prevent the buckling that can occur as Sheeting expands under extreme temperature and humidity conditions.

5.4 Double Faced Signs

The Sheeting on the bottom side of a double-faced Sign can be damaged if rolled through a squeeze roll applicator with an unprotected steel bottom roller. The use of a semi-soft flat sheet between the steel roller and the applied Sign face will provide protection from damage. A material such as a rubber mat, tag board, or cardboard is recommended.

6 Substrates

For traffic Sign use, the substrates found to be most reliable and durable are properly prepared aluminum sheets and extrusions. Users are urged to carefully evaluate adhesion and Sign durability properties of all other substrates. Other substrates suitable for secure and durable applications of Sheeting have the following characteristics:

- Clean
- Smooth
- Flat
- Rigid
- Dimensionally stable
- Weather resistant
- Non-porous
- High surface energy (pass water break test)

Substrates with low surface energies may require additional preparation steps, such as flame treatment, mechanical abrasion, or use of adhesion promoters prior to Sheeting application. Guide Sign extrusions may be edge wrapped. Flat panels and unwrapped extrusions must be carefully trimmed so that Sheeting sections on adjacent panels do not touch on assembled Signs.

Sheeting is designed primarily for application to flat substrates. Any application to a substrate with a radius of curvature of less than five inches should also be supported by rivets or bolts.

7 Imaging

Diamond Grade prismatic Sheeting may be processed into traffic Signs using any of the imaging methods described below.

7.1 Digital Imaging

Sheeting is compatible with the HP Latex 360/365 printers, or equivalent, in combination with HP 831/HP 871 Latex inks, or equivalent. This compatibility is backed with a warranty when printing guidelines are followed and ElectroCut Film 1170C Clear, or equivalent, is applied over the finished graphics.

7.2 Screen Processing

Sheeting may be screen processed into traffic Signs using Process Colors Series 880I or Series 880N before or after mounting onto Sign substrates. Series 880I and 880N process colors can be screened at temperatures of 60-100 °F (16-38 °C) and at relative humidity's of 20-50%. A P.E. 157 screen mesh with a fill pass is recommended. Clear coating is neither required nor recommended. Use of process colors series other than 880I or 880N is not recommended.

7.3 ElectroCut Film

ElectroCut Film Series 1170, or equivalent, may be used on Sheeting to provide transparent colored background copy for traffic control Signs.

7.4 Applying Cut-Out Copy

Diamond Grade Prismatic Sheeting cut-out copy may be applied to sheeting backgrounds to create Sign legends. Such cut-out copy may be applied directly to the background sheeting or in a demountable form. Direct applied copy must be cut at all panel seams and carefully trimmed back so that the Sheeting sections of adjacent panels do not touch one another on assembled Signs.

8 Cutting

Sheeting may be cut into letters and shapes with heights of at least 3 inches and stroke widths of at least ½ inch. Smaller sizes are not recommended. Sealing the cut edges of Sheeting is not required.

8.1 Plotter Cutting

Programmable knife cut (electronic cutting):

1. Flatbed plotters can be used to either die cut or kiss cut Sheeting and offer the most consistent and reliable performance.
2. Friction fed plotters can be used to kiss cut only. This is achieved using 600 grams of down force and a 60° cutting blade. Additional drive wheels may be needed to improve tracking. Alternatively, Sheeting can be cut from the liner side. To do so, the blade force and knife depth must be set to score, but not cut through, the top film. After scoring, break apart individual copy or apply premask to retain spacing.

8.2 Other Cutting Methods

Sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Cutting equipment such as guillotines and metal shears, which place pressure plates on the Sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage. Maximum stack height for cutting Sheeting is 1 ½ inches, or 50 sheets.

9 Processing, Storage, and Packaging

Sheeting should be stored in a cool, dry area, preferably at 65-75 °F (18-24 °C) and 30-50% relative humidity, and applied within two years of date of manufacture. Rolls should be stored horizontally in their shipping cartons. Partially used rolls should be returned to their shipping cartons or suspended horizontally from rods or pipes through their cores. Unprocessed sheets should be stored flat. Finished Signs and applied blanks should be stored on edge.

Avoid banding, crating, or stacking Signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store Sign packages indoors on edges.

Panels and finished Signs must remain dry during shipment and storage. If packaged Signs become wet, unpack immediately and allow Signs to dry.

10 Installation

Nylon washers are required when twist style fasteners are used to mount Signs.

11 Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage Sign faces. Flush with water following washing. Do not use solvents to clean Signs.

12 Durability

The durability of the Sheeting will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance. Maximum durability can be expected in applications subject to vertical exposure on stationary objects, when processed and applied to aluminum substrates prepared according to the manufacturer recommendations. The user must determine the suitability of any nonmetallic Sign backing for its intended use. Sign failures caused by substrate failures or improper surface preparations are not the responsibility of product provider. Application to unprimed, excessively rough or non-weather resistant surfaces, or exposure to severe or unusual conditions can shorten the performance lifetime of Sheeting. Signs that are in mountainous areas and covered by snow for prolonged periods may also have reduced durability's. Atmospheric conditions in certain geographic areas may result in reduced durability.

Periodic Sign inspection and regular Sign replacement are strongly recommended in order to help Sign owners establish their own effective service life expectations.

13 Health and Safety Information

All health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS), Article Information Sheets, and product labels of any materials for important health, safety, and environmental information shall be available upon request.

14 Warranty Information

14.1 Warranty

Contractor warrants to the manufacturer of the Sign (“Sign Manufacturer”) that the Sheeting will meet the specifications described herein.

14.2 Warranty Terms and Conditions

- The Sheeting must be stored, processed, applied, and maintained as described in these specifications.
- A failure to meet the Warranty must be solely the result of design or manufacturing defect in the Sheeting, and not a result of (a) outside causes, including improper fabrication, handling, packing, storing, shipping, maintenance, or installation; (b) non-vertical applications where the Sign is more than +/- 10° from vertical; (c) use of any material or product not recommended by the manufacturer; (d) use of application equipment not recommended by the manufacturer; (e) failure of Sign substrate; (f) loss of adhesion due to incompatible or improperly prepared substrate; (g) exposure to chemicals, abrasion, or other mechanical damage; (h) snow burial or any other Sign burial; (i) collisions, vandalism, or malicious mischief; or (j) an act of God.
- Claims made under this warranty will be honored only if (a) the Sign is dated with the Fabrication Date using a permanent method (sticker, marker, metal stamp, etc.), (b) Contractor is notified in writing of the claim within thirty days of discovery, (c) Contractor is provided with the information reasonably required to validate the claim, and (d) Contractor is permitted to verify the cause of the failure.

14.4 Exclusive Limited Remedy

Valid claims under the Warranty will receive either the Sign Restoration or Materials Replacement as detailed in Table 4.

Table 4. Sheeting type, location, and type of limited remedy as a function of the age of Sign

Sheeting Type	Geographic Location of Sign	Limited Remedy Period [years from Fabrication Date]	
		Sign Restoration	Materials Replacement
4090, 4091, 4092, 4095, 4097, 4099	US & Canada	Up to 7 Years	Years 8-12
4081, 4083	Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas	Up to 5 Years	Years 6-7
	Canada and US other than the above States	Up to 7 Years	Years 8-10
4084	US & Canada	---	Years 0-3

Sign Restoration

During the Sign Restoration period as provided in Table 4, if Sheeting is proven to not meet the Warranty, then the Sign Manufacturer’s exclusive remedy, and the Contractor’s sole obligation, at the Contractor’s option, shall be that the Contractor, at its expense, will either refund the Sign Manufacturer’s total original cost of the Sign, or refabricate the Sign, including (i) Sheeting and (ii) the aluminum Sign substrate (as needed). However, the Contractor will not provide other hardware or labor to install the replacement Sign. The Fabrication Date of the replacement Sign will be considered to be the original Fabrication Date of the Sign it replaces under this Warranty.

Materials Replacement

During the Materials Replacement period as provided in Table 4, if Sheeting is proven to not meet the Warranty, then the Sign Manufacturer's exclusive remedy, and the Contractor's sole obligation, at the Contractor's option, shall be that the Contractor, at its expense, will either refund the Sign Manufacturer's total original cost of the Sheeting, or provide the necessary Sheeting quantity to restore the Sign's surface. The Contractor will not provide the substrate or any labor to refabricate or reinstall the Sign.

ElectroCut Film Series 1170, or equivalent

Description

ElectroCut Film Series 1170 is a durable, transparent, acrylic film coated with a transparent, pressure sensitive adhesive that is protected by a removable liner, available in the colors in Table 1.

Table 1. Product Codes by Color

Color	Product Code
Clear	1170C
Yellow	1171
Red	1172
Orange	1174
Blue	1175
Worboy Green*	1176
Green	1177
Black (Opaque)	1178
Brown	1179

*Standard green color for U.K., Australia, and New Zealand

Series 1170 is intended for use on Reflective Sheeting as part of a system of matched components for signing. Series 1170 has a clear pressure-sensitive adhesive compatible with all the following reflective sheeting's used in permanent signing:

- Advanced Engineer Grade Prismatic Series 7930
- Engineer Grade Prismatic Series 3430
- Engineer Grade Series 3290
- High Intensity Prismatic Series 3930 and 3930TT
- Diamond Grade Series 3990 and 3990TT
- Diamond Grade DG3 Series 4000** and 4000TT
- Diamond Grade Translucent Reflective Sheeting 4090T

ElectroCut Film 1170C Clear must be used with the following reflective sheeting's:
 Diamond Grade Prismatic Digital Sheeting 4090DS (White)
 High Intensity Prismatic Digital Sheeting 3930DS (White)

Series 1170 is designed with a special film liner for kiss-cutting on electronic cutting machines. Rolls are available pre-punched for sprocket fed cutters or unpunched for flatbed or friction fed cutters. The colored films in the Series 1170 are often used instead of silk-screened inks to provide transparent colored background copy for retroreflective street name signs and other traffic control signs. Various film widths are available to fabricate single sign panels up to 48 inches wide. For single panel signs requiring more than a single piece of sheeting or for multipaneled signs such as guide signs. For best color uniformity on a colored multipaneled sign, all panels must be made from the same lot of Series 1170.

Properties

Transparent clear, yellow, red, orange, blue, worboy green, green, black (opaque), and brown versions of the Series 1170 applied to compatible retroreflective sheeting's listed in the above section can be expected to provide performance comparable to the integrally colored version of the same reflective sheeting. The coefficient of retroreflection of a white sheeting overlaid with the Series 1170 depends primarily on the overlay film transparency and the coefficient of retroreflection of the white base sheeting. Series 1170 applied on the compatible micro prismatic retroreflective sheeting's listed in the above section according to these specification recommendations will yield chromaticity values within the chromaticity limits given in ASTM D4956-16.

Table 1 gives the resultant minimum and maximum coefficient of retroreflection (RA) values for each transparent Series 1170 film as a percentage of the RA of the white reflective base sheeting on which it is applied.

Table 2. Coefficient of retroreflection* (RA) after application of colored film Series 1170 versus the RA of the white base sheeting (expressed as %)

Film	Minimum (% of base sheeting)	Maximum (% of base sheeting)
1171 (Yellow)	60	80
1172 (Red)	14	24
1174 (Orange)	30	--
1175 (Blue)	6.5	20
1176 (Worboy Green)	8	14
1177 (Green)	13	20
1179 (Brown)	5	--

*R_A measurements shall be made at 0.2° observation angle, -4° entrance angle, and 0° rotation, per ASTM E810.

Film Liner

Series 1170 films have a transparent film release liner designed to aid the cutting process and the removal of the film weed after cutting.

Storage

Store in a cool, dry area 65-75° F (18-24° C), 30-50% relative humidity, and use within one year from date of receipt.

Fabrication – Cutting and Application Procedures

Important Note: Read and follow the manufacturer's operating manual carefully for proper use of cutting equipment.

1. Adjust knife pressure to cut cleanly through the film and slightly score the liner. A 30° blade works best.
2. A clean cutting blade is required. To remove adhesive build-up, use a soft cloth dampened with mineral spirits, isopropyl alcohol or Citrus Base Cleaner.
3. Avoid excessive flexing when handling film as this may cause film to release from the liner.
4. After cutting is complete, lay sheets flat, face to face, back-to-back. Always store sheets in this manner until the sheeting has been weeded and transfer tape has been applied to sheeting.
5. Use a stripping tool designed for weeding films that has a blunt (not a sharp) edge.
6. After weeding is completed, also store sheets flat, face to face and back-to-back, until transfer tape is applied.
7. **TPM-5 Clear Transfer Tape** is recommended for best results. SCPM-3 Application Tape is also satisfactory for use on small signs. Other transfer tapes are not recommended.
8. Transfer tape can be applied either by hand using a plastic squeegee or through a hand squeeze roll applicator (HSRA). If applying the transfer tape by hand, care must be taken to always squeegee from the center to the outside in both directions. If applying the transfer tape through the HSRA the air pressure must be at 30 psi to avoid stretching the premask during application, and the “lead” edge must be cut square and fed into the nip very carefully to avoid wrinkles in the Series 1170.
9. Film Series 1170 may be applied to the sheeting either before or after the sheeting has been applied to the substrate. Use of an HSRA is recommended to ensure satisfactory results. Use the “split liner method” – start in the middle of the sheet and remove half the liner to ensure proper alignment.
10. After film Series 1170 and sheeting have been applied, remove the transfer tape by carefully removing the tape at as low an angle as possible.
11. **IMPORTANT!** When the transfer tape has been removed, reroll the sign through the laminator to ensure good adhesion.
12. Excess or overhanging film Series 1170 should be trimmed using a sharp utility knife held at a 30° angle with the substrate.

Health and Safety Information

All health hazard, precautionary, and first aid statements found in the Safety Data Sheets (SDS), Article Information Sheets, and product labels of any materials for important health, safety, and environmental information shall be available upon request.

Warranty

Electronic Film Manufacturer’s Replacement Obligation

Where it can be shown that retroreflective traffic signs with electronic cuttable film supplied and used according to the film manufacturer’s recommendations have not met the performance requirements of these specifications, the film manufacturer shall cover restoration costs as provided in these specifications for the retroreflective sheeting when screen processed.

Clear Transfer Tape TPM524, or equivalent

Scope

This section covers Clear Transfer Tape, (3M TPM-5 or approved equal) designed to apply pre-spaced legends onto High Intensity Prismatic Sheeting.

Description

The Transfer Tape shall be clear, colorless film. The Transfer Tape shall resist stretching, wrinkling and air entrapment during hand application. The tape shall have adequate stiffness for handling of marking (4 sq. ft. or larger), intricate sign markings and for applications performed at high temperatures.

Adhesive

The overlay film shall have a pressure sensitive, transparent adhesive.

Application

The overlay film shall be applied to smooth, clean reflective sign surfaces when air and surface temperatures are above 60° (16° C). The Transfer Tape shall be applied using hand squeegee application.

Packaging and Storage

When supplied as roll goods, the overlay film shall be of good appearance, free from ragged edges, cracks and extraneous materials. The film shall be packed snugly in corrugated fiberboard cartons, in accordance with commercially accepted standards. Stored under normal conditions, the overlay film as furnished shall be suitable for use for minimum period of one (1) year.

Performance Requirements and obligations

Certification

The film manufacturer shall submit with each lot or shipment, a certification which states that the material supplied will meet all of the requirements listed above.

Engineer Grade Reflective Sheeting Series 3200, or equivalent

Description

Engineer Grade Series 3200

Engineer Grade Reflective Sheeting Series 3200 meets ASTM D4956 Type I and is an enclosed lens, pressure sensitive adhesive-coated sheeting with an easy release liner, intended for production of non-critical traffic signs and pressure sensitive stickers.

Sheeting Colors:

Color Product Code

White 3290

Yellow 3271

Red 3272

Blue 3275

Green 3277

Brown 3279

Adhesive: Pressure-sensitive

Adhesive Color: Clear

Application Temperature: 65°F (18°C) minimum (sheeting and substrate)

Fabrication

For Series 3200 sheeting, temperature should be at least 65°F (18°C) or higher. If the sheeting temperature is less than 65°F (18°C), allow it to condition to 65°F – 75°F (18°C – 24°C) for at least 24 hours.

Best application will be achieved by using a motorized or hand operated squeeze roll applicator.

A. Cutting:

The sheeting may be hand cut, band sawed, guillotined, cold or hot die cut, and electronically cut.

B. Electronic Cutting Machines:

Users are encouraged to evaluate cutting procedures for their own equipment and shop conditions. However, these general recommendations should be followed to ensure easy handling. There should be enough down force on the knife blade to slightly score the liner. The knife blade should be sharp and clean. Letters and characters should be a minimum height of three inches with a minimum stroke width of three eighths (3/8) of an inch.

C. Pre-masking/Pre-spacing

1. Pre-masked Markings: Use Application Tape SCPM-3.
2. Pre-spaced Markings: Use Pre-spacing Tape SCPS-2 or Application Tape SCPM-3.

**Table A – Minimum Coefficient of Retroreflection
Candelas/Foot Candle/Square Foot
Candelas/Lux/Square Meter**

Obs. ¹ Angle	Ent Angle ²	White	Yellow	Red	Green	Blue	Brown
0.2	-4	70	50	14.0	9.0	4.0	1.0
0.2	+30	30	22	6.0	3.5	1.7	0.3
0.5	-4	30	25	7.5	4.5	2.0	0.3
0.5	+30	15	13	3.0	2.2	0.8	0.2

Reflectivity conforms to ASTM D 4956.

¹Observation Angle – The angle between the illumination axis and the observation axis.

²Entrance Angle – The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

Table B – CIE Chromaticity Coordinate Limits

Color	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	Reflectance Limit (Y)	
									Min	Max
White	.303	.300	.368	.366	.340	.393	.274	.329	27.0	
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	15.0	45.0
Red	.648	.351	.735	.265	.629	.281	.565	.346	2.5	15.0
Blue	.140	.035	.244	.210	.190	.255	.065	.216	1.0	10.0
Green	.026	.399	.166	.364	.286	.446	.207	.771	3.0	12.0
Brown	.430	.340	.610	.390	.550	.450	.430	.390	1.0	9.0

Cleaning

Cleaning Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage the sign face. Flush with water following washing. Do not use solvents to clean signs.

Storage and Shelf Life

Sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity and should be applied within one year of purchase. Rolls should be stored horizontally in the shipping carton. Partially used rolls should be returned to the shipping carton or suspended horizontally from a rod or pipe through the core. Unprocessed sheets should be stored flat. Unprinted sheeting may be stored by the fabricator for a period of up to one year and after printing, sign faces may be stored for an additional period of up to six months. Sheeting and sign faces must be stored in a clean area, free from excessive moisture and direct sunlight, with ambient temperatures of 85°F (29°C) or less.

Health and Safety Information

All health hazard, precautionary, and first aid statements shall be found in the Material Safety Data Sheet (MSDS), and/or product label of chemicals prior to handling or use. Also refer to MSDS for information about the volatile organic compound (VOC) content of chemical products. Consult local regulations and authorities for possible restrictions on product VOC content and/or VOC emissions.

4 General Performance Considerations

The performance and durability of 3M reflective sheeting will depend upon a number of factors including (but not limited to) substrate selection and preparation, compliance with recommended application procedures, sign placement, geographic area, exposure conditions, atmospheric conditions (e.g., fog, snow, rain), surface deposits (e.g., dirt, dew, frost), maintenance and age. Engineer grade reflective sheeting can be expected to provide satisfactory performance for five to seven years when processed with 3M matched component inks and films, depending upon climatic conditions of the installation.

Maximum durability of engineer grade reflective sheeting can be expected in applications subject to vertical exposure on stationary objects when processed and applied to properly prepared aluminum according to 3M recommendations provided in Information Folder 1.7 on Sign Base Preparation.

The user must determine the suitability of any nonmetallic sign backing for its intended use. Applications to unprimed, excessively rough or non-weather-resistant surfaces, or exposure to severe or unusual conditions can shorten the performance of such applications. Signs or stickers that are covered by snow or ice for prolonged periods, such as those in mountainous areas, may also have reduced durability.

Premium Protective Overlay Film Series 1160, or equivalent

Description

Premium Protective Overlay Film Series 1160 is designed as a high performance protective transparent overlay for use on signs made from Traffic Safety and Security Division sheeting's, films, and images. Series 1160 has been specifically developed for use over signs made from compatible Diamond Grade and High Intensity Prismatic Sheeting, and system of matched components, and is recommended for use with these materials. Many types of defacement from vandalism can be cleaned from this film to substantially restore performance and appearance of the overlaid sign. Two configurations are available:

1160: with premask

1160A: without premask

Properties

A. Color and Transparency

Series 1160 is a clear, colorless film. Application of Series 1160 to a sign fabricated using the matched component systems will preserve the initial and retained minimum retro reflectance specified for the sheeting used to fabricate the sign.

B. Film

Series 1160 is a high-performance fluoropolymer film that provides a barrier and resists staining from common graffiti including paints, permanent marker ink, lipstick, eggs and stickers and allows for easier clean-up.

C. Adhesive and Liner

Series 1160 utilizes a clear, transparent, and pressure sensitive adhesive and has an easily removable white paper liner.

D. Premask

To aid film handling, Series 1160 is provided with a white paper premask which is easily peeled away from the film after application. After removing the premask, reroll the sign through the laminator to ensure good adhesion.

Application

A. Use Conditions Before Overlaying Film

1. Air and substrate temperatures should be above 60°F (16°C).
2. Signs must be clean and screen-printed inks completely dry.

B. Equipment

1. Mechanical squeeze roll applicator
2. Hand squeeze roll applicator
3. A laminating roll with a hardness of 35 durometer (Shore A) is recommended to minimize tenting of Series 1160 over direct apply copy or ElectroCut Film Series 1170.

NOTE: Application of 1160A Film is best accomplished using a mechanical squeeze roll applicator. Use extra care when handling this film since it is not supported with a premask.

C. Premasked Film (1160)

1. Remove the premask AFTER film application to sign by lifting edge of premask with fingernail or knife and pulling premask back over itself at a very sharp angle using a steady, even tension.

Note: Edge trim BEFORE removing premask.

WARNING: Do not allow premask to be exposed to moisture. Premask must be removed before storage or shipment.

D. Trimming

1. Use a sharp cutting blade to trim film along edges. It may be helpful to grasp the edge of the unsupported overhanging film to create tension on that portion of the film while trimming.
2. The overhanging portion of the film on the TOP EDGE of the sign may be folded over smoothly and adhered to the back edge of the sign to minimize any water or dirt intrusion along the top edge of the sign. The backside of the sign must be properly cleaned before film is applied.

E. Additional Processing

1. DO NOT apply any inks, films, or sheeting's in the form of copy or images over 1160 film since this film is designed to repel adhesion of such markings.

F. Splices

1. Creating film splices to overlay a sign is not recommended.

Packaging and Storage

- A. Store film in a cool, dry area, preferably 65- 75°F and 30-50 percent relative humidity.
- B. Faces and signs covered with overlay film do not require slip sheeting. Follow recommendations given in Information Folder 1.11 regarding proper storage, packaging, handling, shipping, and installation.
- C. Use within one year from date of receipt.

Cleaning

A. Materials

1. To remove normal dirt accumulation from signs, use a soft cloth and mild detergent and water solution followed by thorough water rinse.
2. To remove other contaminations such as graffiti defacement, use commercially available cleaning systems recommended for this purpose. Important: Before using any cleaning materials, read and carefully follow product label use and safety instructions. Test the cleaner on a small area of the sign to determine its suitability and to be sure it does not cause any unwanted results or damage to the performance of the sign. Avoid the use of formulations containing strong polar solvents such as ketones (acetone, methyl ethyl ketone) or methylene chloride (dichloro methane) and other chlorinated solvents.
A cleaner such as Citrus Cleaner can be effective for removal of common types of defacement such as from permanent marking pens, eggs, and stickers. A solvent such as isopropyl alcohol (IPA), or a 50/50 blend of IPA and xylene can be effective in removing paints and lacquers. Commercially available cleaners can also be highly effective. Although Series 1160 is resistant to strong solvents, prolonged exposure to solvents can result in permanent sign damage.
3. A pressure sensitive tape such as SCPM-3 also may be effective in removing certain paints and stickers. Simply roll or squeegee the tape firmly over the defaced area and carefully lift away the tape with the defacement from the overlay. Small amounts of residual defacement may require cleaning solutions as stated above to remove small areas that the tape method did not remove adequately. The sign needs to be completely dry for this method to be effective.
4. Always use soft cloths. Do NOT use abrasive brushes, scouring pads or implements to scrape defacement from sign as these will likely damage the sign permanently.

Basic Product Warranty and Limited Remedy

Premium Protective Overlay Film Series 1160 ("Product") is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. If the Product is proven not to have met the Basic Warranty on its shipment date, then a buyer's exclusive remedy, and the Contractor's sole obligation, will be refunded or replacement of the sheeting.

General Surface Testing

Premium Protective Overlay Film Series 1160, when used according to the recommendation of the manufacturer, can be expected to provide the same effective field performance as the sheeting on which it is applied. Series 1160 is designed to enable signs to be cleaned from many common types of defacement caused by vandalism. The film does not prevent defacement but allows the sign to be cleaned in many situations using recommended and conventional cleaners such that the performance and appearance of the original sign is substantially restored. This would include the occasional removal of such markings as common household spray paints, lipstick, permanent pen, eggs, and/ or promotional stickers. Use of sharp implements, abrasive devices or certain types of strong and or corrosive chemicals to either deface the sign or used against recommendations to attempt to clean the sign could result in permanent damage to the overlay film and underlying sign which could severely reduce the performance expectation of the original sign. This overlay film is not intended to provide sign protection from impact, cutting, gouging, or pulling of the overlay film from the sign or from the use of strong chemicals that may damage the film and/or the underlying sign. Use of a flame or other high heat source and other such extreme abuse of overlaid signs would very likely severely reduce or destroy the sign's effectiveness permanently.

Compliance

Failure to comply with the requirements of these specifications shall be cause for cancellation of annual contract if applicable. ***Jefferson Parish requires sign dating of all signs at the time of application. That date constitutes the start of field performance obligation period.***

Products will be accepted as product series number stated above or approved equal.

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

Material deliveries for bidding purposes, bid prices shall reflect no minimum delivery quantity.

The bidder is not to pre-ship any quantity until authorized by purchase order.

All pertinent technical specifications and literature must be included in the bid.

Bid shall include all freight and delivery costs to Jefferson Parish.

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

DATE: 1/28/2026

BID NO: 50-00149271

JEFFERSON PARISH

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

PURCHASING SPECIALIST:
stacey.champagne@jeffparish.gov

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 2/12/2026 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit their bid via Jefferson Parish's electronic procurement page. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES FOR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN La. R.S. 9:2602(8) ARE ACCEPTABLE. IN ACCORDANCE WITH La. R.S. 9:2602(8), JEFFERSON PARISH REQUIRES A SECURED DIGITAL SIGNATURE AND BIDDERS MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- A. All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, and in the terms and conditions of Resolution No. 136353 and/or Resolution No. 141125, all of which are made part of this bid proposal and ensuing contract by reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances ("JPCO"), Louisiana Code of Ethics, and applicable Jefferson Parish ethical standards.
- B. The General Conditions for construction projects (141125) and the General Conditions for the purchase of materials, services and/or supplies (136353) are those adopted by the Jefferson Parish Council by Resolution No. 136353 and Resolution No. 141125, respectively. The General Conditions adopted by these resolutions shall be considered as much a part of this document and the ensuing contract or P.O. as if they were written wholly herein. A copy of each may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy of each by visiting the Purchasing Department webpage at <http://www.jeffparish.gov/464/Purchasing> and clicking on Online Forms.
- C. Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in La. R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.
- D. All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://www.jeffparish.gov/464/Purchasing> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.
- E. All quotations shall be based on F.O.B. Agency warehouse or job site (see Additional Requirements section), anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to Public Works projects.
- F. Jefferson Parish requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated on the bid form with bid submission. Supporting documentation may be required upon request.

Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)

DATE: 1/28/2026

BID NO: 50-00149271

- G. Bidders should submit all questions in writing via email to the Purchasing Specialist's email address as indicated above, no later than five (5) working days prior to the bid opening. Bid numbers must be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than five (5) working days prior to the bid opening. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.
- H. All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award bid to next lowest responsive and responsible bidder in this event.
- I. If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions.
- J. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH WILL ACCEPT ONE PRICE FOR EACH ITEM UNLESS OTHERWISE INDICATED. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line-item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.
- K. Written evidence of the authority of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. Acceptable written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer or a manager. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection. A sample corporate resolution can be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document.
- L. AWARD OF CONTRACT: Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.
- All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar day increments.
 - PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)
 - PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"
- M. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.
- N. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.
- For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.
- O. PRICES: Jefferson Parish is exempt from paying sales tax under La. R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and, unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures no more than four (4) decimal points. In the event there is a difference in unit prices and totals, the unit price shall prevail.
- Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- P. ANTI- DISCRIMINATION: Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).
- a. In accordance with La. R.S. 38:2216.1, Jefferson Parish is prohibited from entering into a contract with a value of \$100,000 or more with a company for the purchase of goods or services unless the contract contains a written verification from the company of both of the following: 1) The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. 2) The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. As a result, the awarded bidder will be required to verify the above in the ensuing contract.
- Q. INSPECTOR GENERAL: It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.
- R. Proof of Cyber Security Training may be required for the successful bidder. Pursuant to La. R.S. 42:1267, any contractor who has access to state or local government information technology assets is required to complete cybersecurity training during the term of the contract and during any renewal period. As a Parish contractor, you are responsible for taking the cyber training, whether from the State or another source. After completion of said training please forward proof to your contract monitor/Parish contact.

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

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder after nine (9) working days.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

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

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://www.jeffparish.gov/464/Purchasing>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

10,12,13,15

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

Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS - All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS - A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS - A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. INSURANCE - All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Proof of coverage will be required prior to award. Failure to comply with this instruction will result in bid rejection.
11. BID BOND - A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. AS-NEEDED WORK - This is a requirements-based contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. FREIGHT - Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. AFFIDAVIT - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations in conformity with the provisions contained in LA.R.S. 38:2212.9, LA.R.S. 38:2212.10, LA.R.S. 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled GENERIC BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. FEDERAL FUNDING - The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents and ensuing contract. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instruction will result in bid rejection.
16. TAX EXEMPT - For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.
17. TECH AFFIDAVIT - The Technology Affidavit is required for this solicitation and shall be submitted with the bid submission. Failure to do so will result in your bid being rejected. Pursuant to La. R.S. 38:2237.1, prior to the procurement of telecommunications or video surveillance equipment or services, the vendor shall provide documentation by affidavit that the equipment or services to be procured are not prohibited telecommunications or video surveillance equipment or services as defined in R.S. 39:1753.1(A). This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. No procurement shall be made from a vendor or other entity who fails to provide the documentation; any procurement in contravention to this requirement shall be null and void by law.

DATE: 1/28/2026

BID NO: 50-00149271

BID FORM
Non Public Works

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

All prices must be held firm throughout the entirety of the contract. However, bidders may request that an escalation provision be added to their contract by selecting "yes" below. The escalation provision in the contract will state that only one escalation will be allowed during the term of the contract, and the escalation shall take effect only after the initial 12 month period of the contract. A vendor with an escalation provision in their contract must submit a request in writing to activate the provision, but should not do so any sooner than the first day of the 13th month of their contract. The escalation percentage shall be limited to the most recently published CPI figure issued at the time an adjustment is requested by bidder based on the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure.

Are you requesting an escalation provision?

YES _____ NO _____

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

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

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

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE: _____ ZIP: _____

TELEPHONE: () _____

E-MAIL: _____

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

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

AUTHORIZED

SIGNATURE: _____

Printed Name

TITLE: _____

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

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

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00149271

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	SQFT	<p>Two (2) Year Contract for The Emergency Replacement of Eastbank and Westbank Traffic Control Signs on an as Needed Basis for The Jefferson Parish Department of Engineering</p> <p>0010 SIGN REPLACEMENT</p> <p>EMERGENCY REPLACEMENT OF EAST BANK AND WEST BANK JEFFERSON PARISH TRAFFIC CONTROL SIGNS DAMAGED AS A RESULT OF A NATURAL DISASTER OR OTHER STATE OF EMERGENCY TWO (2) YEAR CONTRACT</p>	\$	\$

Evidence of Authority Instructions

Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.

The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>.

Instruction sheet may be omitted when submitting.

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

Incorporated.

At the meeting of Directors of _____
Incorporated, duly noticed and held on _____,
A quorum being there present, on motion duly made and seconded. It was:

Resolved that _____, be and is hereby appointed, constituted and designated as agent and Attorney-In-Fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Jefferson or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and Attorney-In-Fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.

Secretary-Treasurer

Date

Generic Bid Affidavit Instructions

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

The Affidavit MUST comply with the following requirements to be accepted.

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

Affidavits with the following WILL NOT be accepted.

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months will not be accepted.

Instruction sheet may be omitted when submitting the affidavit.

Generic Bid

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared:

_____ (Affiant) who after being duly sworn by me, deposed and said that he/she is the fully authorized _____ of _____ (Entity), who submitted a bid to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Affiant further said:

Debt Disclosures

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

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

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

Affiant further said:

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

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

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

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

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

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract canceled, the awarded entity

making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Affiant further said:

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

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME,
NOTARY PUBLIC ON THE _____ DAY
OF _____, 20_____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Specifications**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Within ten (10) calendar days of bid opening, the apparent low bidder will be required to provide final insurance certificates that fully comply with these requirements and any additional requirements set forth in the specifications to the Parish. Failure to provide final insurance certificates within the ten (10) calendar days of bid opening shall result in the Parish rejecting your bid and moving on to the next lowest bidder. The Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council shall be named as additional insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be overwater and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

Waiver of Subrogation endorsement in favor of **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.**

Note: If your company is not required by law to carry worker's compensation insurance, i.e. sole employee of the company, then bidders must request a

worker's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized within ten (10) calendar days of the bid opening. A scanned copy may be submitted initially; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

BUSINESS AUTOMOBILE LIABILITY

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted within ten (10) calendar days of the bid opening. A scanned copy of the completed, signed and properly notarized affidavit may be submitted initially; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

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

UMBRELLA LIABILITY COVERAGE - An umbrella policy or excess may be used to meet minimum requirements. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS: The following are required if selected below. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

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

BUILDER'S RISK INSURANCE

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

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 C.F.R. § 200

REMEDIES

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60)

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance,

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

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.

DAVIS-BACON ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) 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.

(2) 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 \$29 for each calendar day on which such individual was required or permitted to work in excess of

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

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.

(3) 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.

(4) 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.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

COPELAND “ANTI-KICKBACK” ACT

(This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies. Provision shall be included in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the FEMA Public Assistance Program.)

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) 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 40 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 40 hours in such workweek.

(2) 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 paragraph, 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 (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish 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 contract, 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.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (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.

Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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. Part 180, subpart C and 2 C.F.R. Part 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 (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

BYRD ANTI-LOBBYING AMENDMENT

(Contractor must complete certification and submit prior to award.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant,

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

(for all FEMA declarations and awards)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

CONFLICT OF INTEREST

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

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

GENERAL PROVISION FOR DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with Uniform Guidance of 2 C.F.R. § 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

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

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

DEPARTMENT OF AGRICULTURE BUY AMERICAN PROVISION (7 C.F.R. § 210.21)

(This specific requirement applies to contracts for projects receiving federal financial assistance through USDA. Pursuant to Uniform Guidance 2 C.F.R. § 200.322, performance of the provision for domestic preference applies to all contracts funded through federal financial assistance not only for the agricultural commodities)

Jefferson Parish requires that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

Definition of domestic commodity or product: the term ‘domestic commodity or product’ means -

- * An agricultural commodity that is produced in the [United States](#); and
- * A food product that is processed in the [United States](#) substantially using agricultural commodities that are produced in the [United States](#).

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid number 50-00149271), Two (2) Year Contract for the Emergency Repair and/or Replacement of Jefferson Parish Traffic Control Signs Damaged as a Result of Natural Disaster or Other State of Emergency for The Jefferson Parish Department of Traffic Engineering.)

* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The School Food Authority and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.