

## **PUBLIC WORKS BID INSTRUCTIONS**

### **A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT**

**Must be in the following category:**

\_\_\_\_\_

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

### **B. PROBABLE CONSTRUCTION RANGES AND PRICES**

**Range of the Probable Construction Cost for Base Bid:** \_\_\_\_\_

**Range of the Probable Construction Cost for Alternate No. 1:** \_\_\_\_\_

**Range of the Probable Construction Cost for Alternate No. 2:** \_\_\_\_\_

**Range of the Probable Construction Cost for Alternate No. 3:** \_\_\_\_\_

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

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

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

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

Jefferson Parish requires all products to be new (current), and all work must be performed according to standard practices for the project. Unless otherwise specified, no after market parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least a one (1) year guaranty, in writing, from the date of delivery/acceptance of the project.

## **C. METHODS OF BID SUBMISSION**

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

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

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

## **D. TIMELINES**

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

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

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

Addenda may be issued, as authorized by LA-R.S. 38:2212 (O). All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award the bid to the next lowest responsive and responsible bidder in this event.

Prior to submitting a bid each bidder shall visit the site of the proposed work and fully acquaint himself with all surface and subsurface conditions as they may exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with Drawings, Specifications, and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing, or document or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to

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

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

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

## **2. Post-closing time for receipt of scheduled bids**

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

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

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

## **E. BID REVIEW AND AWARD**

### **1. Rejection of Bids**

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

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

## **2. Disqualification of Bids**

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

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

### **3. Award of Contract**

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

Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the lowest responsible bidder, taking into consideration the conformity with the specifications, and the delivery and/or completion date.

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

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

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

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

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

#### **F. SALES TAX EXEMPTION**

**For this project, the contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project** (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Parish), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Parish will furnish to contractor a certificate form which certifies that Parish is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Parish the amount of taxes not incurred.

#### **G. LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

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

Inspector General: It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish, and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). Every Parish contract and every bid, proposal, application or solicitation for a Parish contract, and every application for certification of eligibility for a Parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of JPCO 2-155.10. By submitting a bid, Bidder acknowledges this and will abide by all provisions of the referenced JPCO.

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

#### **I. REQUIRED AFFIDAVITS**

For convenience, all legally mandated affidavits have been combined into one form, entitled **Public Works Bid Affidavit**. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without alteration in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration prior to, or at contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

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

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

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

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

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

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

All vendors submitting bids shall register as a Jefferson Parish vendor, if not already registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and click on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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

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



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

When submitting online, bidders must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

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

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

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

## **K. INSURANCE REQUIREMENTS**

All bidders must submit with bid submission a current (valid) insurance certificate evidencing required coverages. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the **Jefferson Parish, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. **Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.**

### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### **☒ WORKER'S COMPENSATION INSURANCE**

**As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.**

☒ **COMMERCIAL GENERAL LIABILITY**

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

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

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

**UMBRELLA LIABILITY COVERAGE**

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

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **BUILDER'S RISK INSURANCE**

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

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

**L. INDEMNIFICATION**

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

**M. FAMILIARITY WITH LAWS AND ORDINANCES**

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

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

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

## **N. MISCELLANEOUS**

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

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Acts of 1964, or Title VI and VII of the Act of April 11, 1968 shall also apply, as amended; nor discriminate on the basis of age under the Age Discrimination Act of 1975, as amended; nor with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k) (5) of the Regulations.

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