



Bid Number 50 - 00120265

**FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR
LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE
JEFFERSON PARISH DEPARTMENT OF ENGINEERING**

BID DUE: August 15, 2017, 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 in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Melissa Ovalle
Buyer Email: movalle@jeffparish.net
Buyer Phone: (504) 364-2687**

TERMS AND CONDITIONS

Ordering Information: Orders subject to factory acceptance. Original, faxed, or emailed purchase orders are required. Returned items require authorization and are subject to a 15% restocking fee.

Freight Terms

Prices are F.O.B San Antonio, Texas. Taxes added where applicable. If you choose to ship your order prepaid, the exact shipping charges from the freight carrier will be added to the invoice.

LIMITED WARRANTY

This product has been manufactured and tested to the highest quality standards by Impact Recovery Systems, Inc. This Limited Warranty covers defects in material or workmanship in new Impact Recovery Systems, Inc. products. This warranty extends to the original purchaser only and is non-transferable. Only users purchasing Impact Recovery Systems, Inc. products from Impact Recovery Systems, Inc., its authorized distributors or resellers, or through Impact Recovery Systems, Inc. authorized websites may obtain coverage under this Limited Warranty.

What is covered?

Impact Recovery Systems, Inc. warrants this product against defects in material or workmanship as follows:

Impact Recovery Systems, Inc. will replace at no charge any product or part of the product or, at its option, replace parts only for any product that proves defective because of improper workmanship and/or material, under normal installation, use, service and maintenance. If Impact Recovery Systems, Inc. is unable to provide a replacement and repair is not practical or cannot be made in a timely fashion, Impact Recovery Systems, Inc. may elect to refund the purchase price in exchange for the return of the product.

How Long Does The Coverage Last?

Our warranty periods are one and five years from the documented date of purchase, depending on the type of product as follows:

- Five Years, Pro-Rated after Year One: Tuff Curb® XLP
- One Year: All other products

What Our Warranty Does Not Cover?

Our warranties do not cover any problems that are caused by:

1. Conditions, malfunctions or damage not resulting from defects in material or workmanship.
2. Conditions, malfunctions or damage resulting from normal wear and tear, improper installation, improper maintenance, misuse, abuse, negligence, accident or alteration.
3. Conditions, malfunctions or damage resulting from the addition, incorporation, and use and association with any accessory or product not manufactured by Impact Recovery Systems, Inc.

Our limited warranties are void if a product is returned with removed, damaged or tampered labels or any alterations (including removal of any component).

How to File a Claim?

Impact Recovery Systems will not provide any warranty coverage unless claims are made in compliance with all terms of the controlling warranty statement included with your product and you follow proper return procedure. To request warranty service, you will provide the following to receive a Return Merchandise Authorization (RMA) number:

1. The Purchase Order Number or other evidence of the date and place of purchase.
2. A description of the defect or non-conformity, in writing within thirty (30) days of the discovery
3. If requested, delivery of the product or the defective part, postage prepaid, carefully packed and insured, along with the RMA number, to:
Impact Recovery Systems
ATTN.: Customer Service
4955 Stout Drive
San Antonio, Texas 78219

When warranty service is completed, any repaired or replacement product or part will be returned to you postage prepaid. If replacement product is being provided with returned merchandise, the customer will be responsible for shipping costs.

What State Law Applies?

This limited warranty has been accepted and made performable in Bexar County, Texas. The agreement for the sale of these products manufactured by Impact Recovery Systems, Inc., and the rights and obligations of the parties shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflicts of laws. Exclusive venue for resolution of any dispute between the parties related to the sale of such products shall be in Bexar County, Texas.

DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING IN ANY MANNER ITS PRODUCTS OR PRODUCT CONDITIONS, INCLUDING, WITHOUT LIMITATION, THAT OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR A RESULT TO BE DERIVED FROM THE USE OF ITS PRODUCTS THEREOF, AND IRS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED USER OF TRAFFIC SAFETY PRODUCTS, AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF IMPACT RECOVERY SYSTEMS' PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PROVIDE/SELL SUCH PRODUCTS TO BUYER.

LIMITATION OF LIABILITY

IRS AND ITS DISTRIBUTOR'S AGGREGATE CUMULATIVE LIABILITY AND OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH QUANTITY OF PRODUCT SOLD TO BUYER WHICH IS PROVEN TO BE DEFECTIVE OR NON-CONFORMING, IN A MANNER SUITABLE TO IRS TO ASCERTAIN THE DEFECT OR NON-CONFORMITY COMPLAINED OF IF REPORTED TO IRS IN WRITING WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF THE DEFECT OR NON-CONFORMITY. IN NO EVENT WILL IRS OR ITS DISTRIBUTOR BE LIABLE IN TORT OR CONTRACT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NONDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS PROFITS, OR DAMAGES ARISING OUT OF ANY CLAIM FOR PERSONAL INJURIES OR DEATH, ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT.



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 8/14/2017,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Donnize Gardner, 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.

Jason Pucinsky
SECRETARY-TREASURER

8/14/17
DATE

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Donald Gardner Jr., (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Agent of Triple G Steel Inc (Entity), the party who submitted a bid in response to Bid Number 50-00120265 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

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.

Donald E Gardner Jr
Signature of Affiant

DONALD GARDNER JR.
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 28th DAY OF August, 2017.

[Signature]
Notary Public



Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

Debt Disclosures

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

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

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

Affiant further said:

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

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

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

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 9/5/17

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

20 DAYS A.R.O.

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

31371

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: TRIPLE G STEEL

ADDRESS: 2011 N. CONCORD RD.

CITY, STATE: BEUNE CHASSE, LA. ZIP: 70037

TELEPHONE: (504) 366-2306 FAX: (504) 366-8983

EMAIL ADDRESS: dgardner@triplegsteel.com

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: 2

NUMBER: 3

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 909,000.00

AUTHORIZED SIGNATURE: [Signature]

Donnize Gardner

Printed Name

TITLE: PRES.

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.: 50-00120265

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>FURNISH AND INSTALL A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT VARIOUS INTERSECTIONS FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING</p> <p>0001 - LABOR, MATERIAL AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL APPROXIMATELY 1256 FEET OF A PERMANENTLY MOUNTED RAISED MODULAR LANE SEPARATOR SYSTEM AT INTERSECTIONS LISTED IN THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING FLEX POSTS AT THE APPLICABLE LOCATIONS PRIOR TO INSTALLATION OF THE NEW MODULAR SYSTEM.</p>	<p>900,000⁰⁰</p>	<p>900,000⁰⁰</p>