Jefferson Parish
State of Louisiana

**BID NUMBER- 50–00148748**

# Purchase of Containerized Supersaturated Oxygen Delivery Systems with Oxygen Generators for the Pritchard, Timberland, Meadowbrook, and Eiseman Lift Stations for the Department of Sewerage

**BID DUE: November 4, 2025 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**
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**JEFFERSON PARISH DEPARTMENT OF SEWERAGE**

**BID FOR CONTAINERIZED SUPERSATURATED OXYGEN DELIVERY SYSTEM WITH OXYGEN GENERATORS FOR THE FOLLOWING LIFT STATIONS: PRITCHARD, TIMBERLANE, MEADOWBROOK, & EISEMAN**

**GENERAL SPECIFICATIONS**

A. Vendor shall bid on furnishing four (4) Blue In Green (BIG) SDOX 600 Containerized Supersaturated Oxygen Delivery Systems and fourteen (14) Pacific Consolidated Industries (PCI) – DOCS 500-55 Oxygen Generating Systems with VSA technology, or approved equal. Six (6") inch control valve shall be provided with electric actuators for each location.
B. These unit shall be provided by authorized factory representative for Jefferson Parish, Louisiana, and for the brand being offered or approved equal. Any bids submitted from oxygen generator manufacturers or PCI Systems, other than as specified, must include in their bid all information needed to fully demonstrate complete compliance with the requirements of this specifications. Jefferson Parish shall be the sole judge as to the equality of any alternate manufacture's offering. The use of Speece or cone type systems will not be allowed.
C. Jefferson Parish reserves the right to accept or reject the bid in whole, any bids that are incomplete or do not provide the required information in order to show compliance with the specifications. It is the bidder's responsibility to provide adequate information necessary for the complete evaluation of proposed equipment at the time of bid.
D. The bid will be awarded to the lowest responsible bidder complying with all provisions of this invitation, providing the bid is in the best interest of Jefferson Parish.

**Federal Funding**

A. This Bid is being funded with Federal financial assistance in the form of Community Development Block Grant-Disaster Recovery (CDBG-DR) funds under the Resilient Communities Infrastructure Program ("RCIP" or "Program") and therefore will include the associated federal requirements in Exhibit "A" ("CDBG-DR Rider") as applicable in this solicitation and any resulting contract. Bidder shall comply with all federal requirements applicable to this bid.
    a. **Funding by CDBG-DR (SAM.gov Assistance Listing 14.228)**
    b. **Resilient Communities Infrastructure Program (RCIP)**
    c. **RCIP Project No. 26LDRC7713**
B. Attention of Bidders is called particularly to the requirements for Section 109 (Non-Discrimination) of the Housing and Community Development Act of 1974 [see CDBG-DR Rider] , Section 503 (Non-Discrimination Against Employees with Disabilities) [see CDBG-DR Rider] and Section 504 (Non-Discrimination Against Individuals with Disabilities) of the Rehabilitation Act of 1973 [see CDBG-DR Rider and Invitation to Bidders Section P], Segregated Facilities [CDBG-DR Rider], and all applicable laws and regulations of the Federal government and State of Louisiana. **For more information see the CDBG-DR Rider attached hereto.**

C. **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.**
D. **Successful bidder must have an active Unique Entity ID (UEI), as verified on www.sam.gov, prior to award of contract.**

**Unit Responsibility:**

The Work requires the Containerized Supersaturated Oxygen Delivery Systems, including all saturation vessels, pumps, piping, valves, gauges, meters, and specified components, as well as housing container, electrical distribution, transformers, motor controls, variable frequency drives, low voltage control panels, heating, cooling, ventilation, lighting, and ancillaries be the product of one responsible System Supplier. Non containerized systems will not be acceptable. The BIG Containerized unit must work in conjunction with the PCI DOC 500-55 oxygen system both in oxygen generation, oxygen deliver, controls, SCADA, and communication for a properly running system. The re-use of two (2) existing PCI control panels shall be utilized as sent to PCI factory for installation on generator at Pritchard Pump Station and work in conjunction with the PCI generators being specified herein. The units shall be BIG SDOX600 and PCI DOCS 500-55. The equipment shall be fully assembled and tested prior to delivery to the Owner. 6" valves with electric actuators. The use of Speece or cone type systems will not be allowed. The specified manufactures are being used currently and have proven to do the job required for oxygen injection into the sewer force mains for Jefferson Parish.

**REFERENCES:**

**Reference Standards:**

1. American National Standards Institute (ANSI).
2. American Welding Society (AWS)
3. Compressed Gas Association (CGA)
4. Hydraulic Institute Standards (HIS)
5. Institute of Electrical and Electronic Engineers (IEEE)
6. National Electric Code (NEC)
7. National Electrical Manufacturers Association (NEMA)
8. Occupational Safety and Health Administration (OSHA)
9. Local Building Code, current edition.
10. American Society of Mechanical Engineers (ASME)
11. BPVC SEC VIII, Division 1, Rules for Construction of Pressure Vessels

**SUBMITTALS:**

1. General: Administrative, shop drawings, samples, quality control, and contract close-out submittals shall be provided as required.
2. Specific: Submit the following specific information:
    a. Shop Drawings:
        i. Make, model and weight of each equipment assembly. Including but not limited to:
            1. Pumps, motors, control valves, flow meters, pressure relief/control valves, ball valves, check valves, pressure transmitters, pressure gauges, and solenoids.
            2. Electrical distribution equipment, motor controls, VFDs, control panels, heating, cooling, ventilation, and lighting.
            3. Complete assembly, containerized.
        ii. A complete bill of materials for all equipment.
        iii. Pump and motor information, including efficiency and torque curves.
        iv. Compete wiring diagrams and schematics of each control panel, controllers, and control devices.
        v. Complete process instrumentation and control diagrams and schematics of all power and control systems showing the wiring requirements between all system components, motors, sensors, and control panels.
        vi. Calculations to verify that the equipment is designed to meet the worst-case combination of conditions based on the sizing criteria specified herein and the environmental extremes of the installation location.
        vii. Anchorage and bracing drawings and cut sheets, as required.
        viii. Manufacturer's catalog information, descriptive literature, specifications, and identification of materials of construction with accompanying chemical compatibility data.

**Quality Control Submittals:**

1. Provide Manufacturer testing data and third-party reports.
2. Manufacturer's printed installation instructions.
3. Anchorage and bracing calculations, as required.
4. Factory testing procedures and results.
5. Special shipping, storage and protection, and handling instructions.
6. Manufacturers Certificate of Compliance.
7. Manufacturers Certificate of Proper Installation.
8. Operations and Maintenance data, including O&M manuals.

**Contract Closeout Submittals**:

1. Service records for maintenance performed during construction.

**STATEMENT OF CONFORMANCE:**

1. System Supplier shall submit a written statement of conformance certifying that System Supplier meets requirements.
2. The System Supplier shall inspect the completed installation and provide written certification that the system will operate as designed and specified herein.

**QUALITY CONTROL:**

1. Factory Acceptance Test:
    a. The Containerized Supersaturated Oxygen Delivery Systems shall be completely containerized skid-mounted, assembled in the factory, and operated to test the pre-programmed parameters and the functionality of the protection devices i.e. pressures, level, flows, and motor overload alarms and shutdowns and the various skid mounted sensors. Non containerized units will not be accepted. The use of Speece or cone type systems will not be allowed.
2. ASME Boiler and Pressure Vessel Code:
    a. Saturation vessels shall be designed and constructed in accordance with the latest revision of the ASME Code and shall bear the stamp of certification from a registered inspector. ASME vessels shall be fabricated from stainless steel, meeting all requirements specified herein.

**OPERATION AND MAINTENANCE DATA:**

1. O&M Manuals:
    a. Provide O&M Manuals containing manufacturer's recommended operating procedures, safety requirements, suggested preventative maintenance, and warranty information. Manuals shall be of sufficient detail to allow for successful operation of the equipment and shall include specific information regarding the equipment's control system, including but not limited to operational description, detailed explanations of HMI screens and resulting equipment response, and troubleshooting guides.

**WARRANTY:**

1. Provide a warranty for a period of 12 months after the final acceptance of the equipment by the Owner. The warranty shall stipulate that the equipment furnished is suitable for the purpose intended and free from defects of material and workmanship for the duration of the warranty. In the event the equipment fails to perform as specified, the System Supplier will promptly repair or replace the defective equipment for Owner per Manufacturer's standard warranty terms.

**PRODUCTS:**

**Description of SYSTEM SUPPLIER:**

A. Blue In Green SDOX 600 and Pacific Consolidated Industries DOCS 500. They shall be dimensional duplicity to the existing units at Helios and West Napoleon pump stations. Spare parts shall be interchangeable from existing sites at Helios, West Napoleon and the new locations. Two (2) *existing* control panels will be shipped to PCI for installation on generator skids. The bid will be awarded to the lowest responsible bidder complying with all provisions of this invitation, providing the bid is reasonable, and in the best interest of Jefferson Parish to accept. Jefferson Parish reserves the right to accept or reject the bid in whole or part, any bids that are incomplete or do not meet the requirements of these specifications.

B. System Supplier shall have been in the business of designing, manufacturing, starting up, and supporting Containerized Supersaturated Oxygen Delivery Systems for a minimum of 10 years.

C. System Supplier shall have a minimum of 50 units operating currently that leverage the same gas dissolution technology as proposed for this project.

D. System Supplier shall have individual units, operating in activated sludge treatment or odor control processes, which are designed and operated at minimum of 10,000 pounds of oxygen per day.

**GENERAL REQUIREMENTS:**

1. **Unit Responsibility**: The Containerized Supersaturated Oxygen Delivery Systems shall be furnished complete, containerized, skid mounted, factory tested, with all accessories and appurtenances necessary for a complete and functional system. Multiple skid mounted units shall be assembled and integrated into a single containerized system, complete with all necessary electrical distribution, HVAC, lighting, and ancillaries required as further described herein. All parts shall have liberal strength, stability and stiffness and shall be especially adapted for the intended service. Non containerized units will not be accepted. The use of Speece or cone type systems will not be allowed**.**

2. **Safety Devices**: The completed work shall include all necessary permanent safety devices, such as machinery guards, emergency stops and similar items required by OSHA, and other federal, state, and local health and safety regulations.

3. **Equipment Dimensions:** Overall dimensions of each Containerized Supersaturated Oxygen Delivery system shall be that of a standard high-cube ISO shipping container, approximately 8-ft wide x 9.5-ft tall x 20-ft long. Units must be containerized. Other dimensions will not be accepted.

4. **Stainless Steel:** Stainless steel components shall be 304 stainless steels, or higher, as further specified herein.

**SERVICE CONDITIONS:**

1. The Containerized Supersaturated Oxygen Delivery Systems will be located and mounted outdoors. Care shall be taken to ensure all heating, cooling, and ventilation systems are properly sized to ensure proper operation at ambient temperatures of -10 to 105-F.

2. An Electric Room shall be provided within the container such that all electrical distribution, transformers, motor controls, VFDs, control panels can be housed in a conditioned space within the Container that is permanently and solidly separated from the SOD Skids and other equipment.

**SYSTEM DESCRIPTION:**

**General:**

1. To meet the Actual Oxygen Requirement specified above, multiple Containerized Supersaturated Oxygen Delivery Systems are required.
    a. Total Number of Containerized Supersaturated Oxygen Delivery Systems as in table.
2. Each Containerized Supersaturated Oxygen Delivery System shall generally consist of:
    a. One (1) Shipping Container housing all equipment and ancillaries necessary for a completely assembled and integrated system providing all structural, mechanical, and electrical components in a factory assembled, modular unit.
        i. The container shall be fully insulated to provide an aggregate insulation value of: R-4, minimum.
        ii. Heating shall be provided to protect equipment from freezing and maintain suitable working conditions.
            1. 480V, 60Hz, 5 kW, minimum
        iii. Ventilation shall be provided in non-conditioned areas to maintain fresh air supply and suitable working conditions.
            1. 240V, 60Hz, 5 ACPH, minimum
        iv. Air conditioning shall be provided in the Electric Room, to protect equipment and electronics from excessive heat and maintain suitable working conditions.
            1. 240V, 60Hz, 12500 BTU, minimum
        v. Lighting shall be provided throughout the container to always facilitate ease of operations and maintenance.
            1. 120V, 60Hz, LED

    b. Oxygen Delivery (SOD) Skids, complete with pump/motor, saturation vessel, piping, valves, and all other devices and components necessary for fully functional and independent unit operations, as further defined below.
        i. For each SOD Skid, a fully independent control panel shall be provided for common termination of all electronic components and sensors. The

control panel shall meet the requirements of Paragraph 2.05.B.6 and shall be factory mounted to the Container.

ii. All piping, valves, fittings, gauges, meters, and accessories shall be compatible with oxygen and water.

c. Single Point Connections shall be provided for the following:
   i. Oxygen Inlet
      1. 1” ANSI 150-pound Flange, Qty 1 Exterior
   ii. Water Inlet
      1. 6” ANSI 150-pound Flange, Qty 2 Exterior
   iii. Water Outlet
      1. 6” ANSI 150-pound Flange, Qty 2 Exterior
   iv. Safety Relief
      1. 1-1/4” ANSI 150-pound Flange, Qty 2 Exterior
   v. Various Drains
      1. 1” NPT, Interior
   vi. Electrical
      1. 480V, 60Hz, 400 Amps, Exterior Disconnect
   vii. SCADA
      1. Ethernet, Interior

d. All electrical distribution, transformers, motor controls, VFDs, control panels shall be housed in the conditioned Electrical Room that is permanently and solidly separated from the SOD Skids and other equipment.

e. The container shall include overhead beams and trolleys, complete with chain hoists, to facilitate ease of operations and maintenance of the equipment.

f. Exposed metal, except stainless steel, shall be primed with epoxy primer and coated with polyurethane enamel, standard system, and color.

**SUPERSATURATED OXYGEN DELIVERY (SOD) SKIDS:**

Each SOD Skid shall be designed for the intended purpose, meet the performance requirements specified, and be constructed of materials and components suitable for its intended use. The use of Speece or cone type systems will not be allowed. System shall be containerized. The SOD Skid should be fully assembled, skid mounted, and integrated including, but not limited to, the components specified:

**Performance Requirements:**

*Each SOD skid shall be capable of meeting the following:*

a. Actual Oxygen Requirement: see individual requirements at end of spec. -lbsO2 / 24-hr
b. Water temperature: 30-C, maximum
c. Oxygen purity: 93%, minimum

**Saturation Vessel:**

*Vessel shall be: 304 stainless steel.*
*ASME stamped, maximum working pressure of 125-psi, minimum.*
*Provided with appropriate gas and liquid process connections, and manway.*
The use of Speece or cone type systems will not be allowed.

**Liquid Supply Pump and Motor:**

*Type: Self-Priming, Centrifugal*
Manufacturer/Model: Gorman-Rupp Ultra-V Series
Number: 2
Suction Wear Ring: Cast Iron (CONFIRM)
Hub Wear Ring: Cast Iron
Volute Casing: Cast Iron ASTM A48 CL30
Seal Gland: Ductile Iron, SST
Shaft Sleeve: SST
Mechanical Seal: Single Type Seal with Tungsten Carbide Seal Faces, Viton Elastomers, SST Hardware, and Spring
Impeller: Cast Iron, ASTM A48 CL20, Open Type Impeller with 3" solids handling capability.
Flanges: ANSI 150 pounds
*Motor: Premium efficiency, TEFC, Inverter duty rated*
Manufacturer/Model: See Paragraph 2.07.E
Horsepower: 100-HP, max
*Variable Frequency Drive: One per pump/motor, meeting requirements of Paragraph 2.06.C, housed in Electric Room as specified.*

**Liquid Flow Meter:**

The liquid flow meter shall be of the low frequency electromagnetic induction type and shall produce an electronic signal directly proportional and linear to the liquid flowrate.
*Manufacturer/Model: Toshiba LF654/LF620F series or approved equal.*
*Body: Epoxy coated cast iron.*
*Sensor: Not in direct contact with fluid.*
*Enclosure Rating: NEMA 4X*
*Power: 24VDC*
*Display: Integral*
*Range/Accuracy: 0 to 1,000-gpm, +/-1% accuracy*
*Connection: ANSI 150-pound flange*
*Output: 4-20mA, 24VDC for Totalizer*
*Calibration: Factory calibration*

**Gas Flow Meter:**

The gas flow meter shall be of thermal mass type, microprocessor based, gas flow meter shall be provided to measure the O2 delivery rate. The meter shall be sized to correspond with the design delivery rate of O2.
*Manufacturer/Model: Sierra QuadraTherm 640i/780i or approved equal.*
*Body: 316 SST*
*Sensor: Two reference grade platinum RTDs clad in 316 SST*
*Enclosure Rating: NEMA 4*
*Power: 24VDC*
*Display: Integral*
*Range/Accuracy: 0 to 5,000-lbO2/d*
*Connection: ANSI 150-pound flange*
*Output: 4-20mA, 24VDC for Totalizer*
*Calibration: 100% O2 Gas*

**Gas Flow/Pressure Control Valve:**

Actuated gas flow/pressure regulating control valve shall be provided to control the rate of gas entering the saturation vessel, ultimately controlling the pressure maintained within the vessel. The valve and actuator shall be sized to provide the design delivery rate of O2.
*Manufacturer/Model: Badger Meter Research Control Valve SEVA 100 or approved equal.*
*Valve Body: 316 SST*
*Valve Internals: 316 SST*
*Maximum Inlet Pressure: 300-psi*
*Actuator: Modulating electronic type, sized appropriated, rated for continuous duty*
*Enclosure Rating: NEMA 4X*
*Power: 24VDC*
*Connection: ANSI 150-pound flange*
*Output: 4-20mA feedback/monitor*
*Input: 4-20mA command*

**Pressure Indicator:**

Industrial rated electronic pressure indicators shall be provided:
*Manufacturer/Model: IFM PX3200 series or approved equal.*
*Wetted materials: 316 SST process connection with ceramic sensor diaphragm.*
*Enclosure Rating: NEMA 4*
*Power: 24VDC*
*Display: Integral*
*Output: 4-20mA*
*Range/Accuracy: +/-2% of full scale*
*Connection: ¼" NPT-18*

Pump suction: -14.7 to 0-psi
Pump discharge: 0 to 200-psi
Saturation vessel: 0 to 200-psi
Oxygen source: 0 to 200-psi

**Tank Level Indicator:**

Guided wave radar transmitter shall be provided, complete with separate stilling well attached to saturation vessel to eliminate potential interference from turbulence and entrained gas within the saturation vessel.
*Manufacturer/Model: IF LR2350, or approved equal*
*Application: Level, Hydrostatic*
*Enclosure Rating: NEMA 4*
*Power: 24VDC*
*Display: Integral*
*Output: 4-20mA*
*Accuracy: +/-2% of full scale*
*Process connections:*
Device into stilling well: 2" NPT
Stilling well onto saturation vessel: 2" ANSI 150-pound SS flange

**Pressure Gauge:**

Liquid filled, SST pressure gauges shall be provided for mechanical measurement and display of liquid and gas pressures.
*Manufacturer/Model: Trerice D80 or approved equal.*
*Dial Size: 2.5-inch.*
*Case, tube, socket material: SST*
*Accuracy: +/-2% of full scale*
*Connection: ¼", lower*
Pump discharge: 0 to 200-psi
Saturation vessel: 0 to 200-psi

**Liquid Check Valve:**

Flex swing type to be provided on pump discharge to prevent pressurized water or gas from entering the pump discharge.
*Manufacturer/Model: Valmatic 504A or approved equal.*
*Material: Epoxy-coated Cast Iron, EPDM flex check*
*Connection: ANSI 150-pound flange*

**Gas Check Valve:**

Wafer style check valve on gas inlet to vessel to reduce potential for water to

enter gas train components.
*Manufacturer/Model: CheckAll U3 or approved equal.*
*Material: Stainless steel.*
*Connection: 1”*

**Solenoid Valve:**

Normally closed two-way solenoid valves shall be provided.
*Manufacturer/Model: ASCO RedHat Next Generation or approved equal.*
*Body: SST, Viton seals*
*Enclosure Rating: NEMA 4*
*Power: 24VDC*
*Connection: NPT*
*Pressure Range: -10 to 150-psi*
Gas / Oxygen Inlet
Gas Vent Outlet

**Globe Valve:**

Manually operated by-pass globe valve designed to provide control of forward gas flow.
*Manufacturer/Model: CFF-SS-7 or approved equal.*
*Body: SST*
*Trim: SST, Viton seals*

**Ball Valve:**

Three-piece socket weld type for easy removal and maintenance of internals. Threaded-body type for all drain connections.
*Manufacturer/Model: CFF-SS-3 or approved equal.*
*Body: SST*
*Trim: SST*
*Connection: Socket weld, or NPT*

**Safety Relief Valve:**

Mechanical gas safety relief valve shall be provided on the saturation vessel.
*Manufacturer/Model: Kunkle 913 or approved equal.*
*Body: Brass*
*Trim: SST*
*Seat: Viton soft seat*
*Connection: NPT*
*Relief Set Pressure: Maximum allowable working pressure of saturation vessel.*

**Wye Strainer:**

Strainer shall be provided on the inlet of the gas component train to protect instruments and equipment from any debris that might pass through the vapor line from the oxygen storage tank.
*Manufacturer/Model: CFF-9 or approved equal.*
*Body: SST*
*Mesh: 2-micron*

**Control Panel:**

Each SDO Skid shall be provided with a dedicated control panel and variable frequency drive. See Paragraph 2.07 for additional requirements.

**ELECTRICAL COMPONENTS AND ACCESSORIES:**

**General:**

The Containerized Supersaturated Oxygen Delivery Systems shall be provided with sufficient skid-mounted instrumentation and controls such that the entire system, including all components, can be monitored, and controlled locally by the operator or remotely via Ethernet.

**Main Power Disconnect:**

*Manufacturer/Model: Square-D H3365NR or approved equal.*
*Size: 400A*
*Rating: 200kA, SCCR*

**480VAC Power Load Center:**

*Manufacturer/Model: Square-D I-Line, or approved equal.*
*Size: 400A Interior*
*Enclosure Rating: NEMA 1*
*Rating: 65kA SCCR*
*Populated with required breakers.*
*Minimum of 3 unused space*

**240/120VAC Power Load Center:**

*Manufacturer/Model: Square-D Homeline or approved equal.*
*Size: 125A MLO*
*Enclosure Rating: NEMA 1*
*Rating: 10kA SCCR*
*Populated with required breakers.*
*Minimum of 2 unused space*

**Power Transformers:**

*Manufacturer/Model: Square-D 7S40F or approved equal.*
*Transformers shall be provided to facilitate lighting, convenience receptacles, control power, and HVAC loads.*
*Sized for 125% of calculated loads, or 7.5KVA, whichever is larger.*
*Unit shall be a "dry type", resin encapsulated and exhibit a maximum impedance of 1.75%.*

**Motors:**

Motors shall be premium efficiency, inverter duty and rated motors. Normal operation in the motor service factor area shall not be acceptable.

*Manufacturer/Model: Baldor, Super-E, or approved equal.*
*Type: TEFC, 460V, 3-Phase*
*Rating: Inverter Duty Rated*
*Service Factor: 1.15, minimum.*
*Minimum Speed Turndown: 10:1*

**Variable Frequency Drives:**

One VFD shall be provided per pump/motor combination (one per SDO Skid). VFD shall include any communication adapter, option cards, firmware, ports, and/or connectors required to communicate to the PLC via an Ethernet network.

*Manufacturer/Model: Schneider Altivar ATV630D75N4 or approved equal.*
*Size: Provide VFD sized for and meeting the requirements of motor to be driven as specified herein,*

**Controls General:**

*Provide control devices, instruments, and panels as required for a complete and functional system.*
*Include all instrumentation specified herein and any additional components necessary for a safe and operable system.*
*Each SDO Skid shall operate independently.*
Each SDO Skid shall have two different operating modes:
Operator input of desired dissolved oxygen concentration (or other applicable indicator) at specified monitoring location.
Operator input of pounds of oxygen per day applied.

**Control Panels, one each per SDO Skid:**

*User Interface (HMI): RedLion G10R0000 or approved equal.*

Operating Control Mode selection shall be available to the Operator from the HMI.

Built in Web Interface

Minimum SD card memory: 16GB

*PLC Control: Allen Bradley Micro850 or Schneider Modicon M340*

Each skid-mounted Supersaturated Oxygen Delivery System, including all pumps, gauges, and meters, shall be operated from one (1) single control panel.

*The control panel enclosure shall be stainless steel rated NEMA 4 or NEMA 12 and be constructed following the UL standards.*

*At a minimum, the control panel shall include an emergency stop switch.*

*The control panel shall provide manual and automatic control for the unit and provide one set of dry contacts for system alarm, system faults, and system running.*

*Remote Access: Ethernet.*

An Ethernet Switch shall be provided within the control panel.

*Remote Functionality: Cellular modem*

Ability to view and operate shall be provided via Cellular connectivity, accessible from smartphones and tablets.

Provide local hotspot capabilities for ease of connecting locally to unit from various devices, including access to online O&M manuals and troubleshooting guides.

Includes 1 year of service.

The following signals, controlled by the Owner's SCADA/DCS system, shall be exchanged, via Ethernet unless stated otherwise, between the SCADA/DC Sand each dedicated SDO Skid control panel:

*Signals from the SDO Skid to SCADA/DCS shall include:*

Status (Running, Stopped, Shutdown)
System Alarms
System Shutdown Alarms
Active Control Mode
Remote / Local Mode
Auto / Manual Mode
Pump Suction Pressure
Pump Discharge Pressure
Vessel Pressure
O2 Supply Pressure
Dose Setpoint
Delivery Setpoint
O2 Delivery Rate
Pump VFD Power Consumption

*Signals from SCADA to the SDO Skid:*

Plant Production rate, MGD

Process Signal, DO/ORP
Current DO Setpoint, mg/L
Current Delivery Rate Setpoint, lbs/d

**Alarms and Warnings:**

*All Alarms and Warnings shall be active in both Automatic and Manual modes of operation.*

*Alarms shall be identified for each protection monitored parameter. Alarms resulting in shutdown shall be identified for any condition that may cause damage to the equipment. When any control loop or device failure activates an alarm, it shall be displayed on an Alarm Screen of the HMI and indicate the shutdown on the control panel.*

*Time delays should be provided to prevent nuisance Alarms and Warnings during operation and while starting the equipment.*

**Wiring:**

Label all wires according to panel drawings and wiring schematics.

*All AC power wiring shall be treated with an approved antioxidant compound.*
*480VAC wiring shall be THHN copper or DLO cable as necessary.*
*12/120VAC wiring shall be THHN copper.*
*Field control wiring shall be THHN copper.*
*The wired internal to the controller shall be 18 AWG MTW.*

**Conduit:**

Install in a neat workman like manner.
*All conduits shall be Sch 40 aluminum, minimum trade size of ¾".*

## EXECUTION:

### ASSEMBLY AND PREPARATION FOR SHIPMENT:

1. Each container shall be completely factory assembled, aligned, and rated for shipment. Accessory equipment which cannot be shipped assembled to the unit, such as spare parts and anchorage materials, shall be separately created, clearly marked as to the contents, and shipped on the same shipment as the unit.

### INSTALLATION:

****INSTALLATION IS NOT INCLUDED IN THIS BID****

A. **Owner shall install all equipment** in strict accordance with the System Supplier instructions and as shown on any drawings provided.

B. Owner shall support all piping to preclude the possibility of exerting undue forces and moments on the flanges. Suitable flexible joints will be furnished by the Owner to isolate the units from the piping system.

C. **Owner shall install** components and parts so that all items operate smoothly and are free of excessive noise and vibration.

**FIELD PERFORMANCE TEST:**

1. Field Performance Test: The Containerized Supersaturated Oxygen Delivery Systems shall be operated by the System Supplier, in the presence of the Owner, to demonstrate specified oxygen delivery requirements are achieved with installed equipment.

**MANUFACTURER'S SERVICES:**

1. A manufacturer's representative for the equipment specified herein shall be present at the jobsite for the minimum person-days listed for the services hereinunder, travel time excluded:
    a. Installation, Startup and Testing Services:
        *i. 5 person-days for installation assistance, inspection, and certificate of Proper Installation.*
        *ii. 3 person-days for functional and performance testing.*
        *iii. Provide Qualifications of System Supplier Representative.*

    b. Training Services:
        *i. 1 person-days of prestart classroom or jobsite training of owner's personnel.*
        *ii. Training of Owner's personnel shall be at such times and in such locations as required and approved by the Owner.*

**DETAILED DESCRIPTION OF OXYGEN GENERATOR**

1. Pacific Consolidated Industries (PCI) Gases' DOCS 500-55 VSA Oxygen Generation System (the System) is designed to supply a continuous flow of oxygen reliably and efficiently under operating conditions typically found at various outdoor and indoor processing facilities. The system employs a proprietary vacuum swing adsorption (VSA) oxygen generation process technology that minimizes power consumption and does not produce an oily condensate by-product. The units shall be of the same manufacture, Pacific Consolidated Industries DOCS 500.

2. Each PCI DOCS 500 system consists of two free standing modules, the Blower Enclosure Module and the VSA module. They shall have parts interchangeable with the existing units at Helios and West Napoleon pump stations. For installation, the modules

are positioned and secured to a customer provided foundation and then the pre-engineered electrical and mechanical interconnects supplied with the modules are made between the modules. Besides the installation manpower and the lift equipment required to position the modules the only other installation responsibilities of the end user are to provide a suitable foundation, provide power and communication wiring to the System, and connect the customer's oxygen distribution system to the oxygen outlet from the System. The only utility required by the System is 460 VAC power. Spare parts shall be interchangeable with all sites. Two existing control panels shall be utilized by PCI for the new units. Units shall operate in conjunction with the Blue In Green (BIG) SDOX 600 containerized oxygen injection system and shall be compatible with controls of the SDOC 600 system to properly inject the desired oxygen into the sewer system for odor control.

3. All units shall be dimensional duplicity of the existing units with parts interchangeable at Helios, West Napoleon and new locations.

**Blower Enclosure Module /Sound Enclosure**

1. In operation, the blower module swings the downstream adsorber vessel between pressure and vacuum states so that, in one cycle, it can pressurize the adsorber vessel with air for making oxygen and subsequently pull a vacuum on the adsorber vessel to regenerate the adsorbent by purging nitrogen and moisture from the adsorber.

2. The blower module consists of one (1) oil free reversible rotary lobe type blower that is directly connected to an electric motor. The blower motor is operated by a variable frequency drive to reduce starting current and to allow for slowing the motor on stopping. The System controller provides automatic load-following capability by using the VFD to adjust the output based on demand and thereby reduces blower power consumption during periods of lower oxygen usage.

*3.* The path for the feed air is completely free of oil to minimize oil carry over to the adsorber vessel that can shorten the life of the adsorbent. An air filter protects the air inlet to the blower and silencers on the blower inlet and discharge control noise and pulsations. The pressurized air is cooled via a fined tube heat exchanger using a ventilation fan that draws air into the enclosure. *The components of the blower module are housed in customized sound enclosure. This is to keep the noise down to the surrounding area of the system location.*

4. The maximum blower air compression is less than 96 kPag which minimizes energy consumption and eliminates the need for a compressed air dryer since moisture condensation is avoided at low pressure. No condensate means that there is no water discharge from the System and no water carry over that can shorten the adsorbent life.

5. During the pressurization phase of the two step VSA cycle the blower lobes are driven in one direction to supply air to the adsorber vessel, and the adsorbent adsorb the nitrogen and moisture from the air and allows oxygen to pass through. At the end

pressurization phase the blower motor is slowed, stopped, and slowly restarted in the opposite direction which then causes the lobes to pull a vacuum on the adsorber vessel thereby removing the adsorbed nitrogen and moisture in the vacuum phase of the cycle. At the end of the vacuum phase the blower motor slows stops and reverses again and the pressure/vacuum steps of the process cycle are repeated.

6. The System's Load Following feature saves energy by slowing the VSA blower motor during periods of reduced flow. The System has a process tank which ensures uninterrupted gas flow and the pressure in this tank varies with flow demand. The System's controller uses the blower motor VFD to vary the motor speed to optimize utilization of the contents of the process tank. This means that during periods of low flow demand the System's controller slows the blower motor speed to allow the process tank to achieve a minimum set point pressure. Once the process tank pressure falls below that set point, the controller increases blower motor speed. Slowing the VSA blower during reduced flow saves energy. The System automatically reduces power consumption down to about 35% of its maximum flow capacity by utilizing the Load Following feature.

**VSA Module:**

The following major system components are mounted on the VSA Module.

**VSA Adsorber Bed**:

The carbon steel adsorber vessel contains the media used to adsorb nitrogen and moisture from the air. The vessel is pressurized with air by the rotary lobe blower during the oxygen production cycle and then brought to a vacuum by the blower for nitrogen /moisture removal during the media regeneration phase of the cycle.
Proper design of the adsorbent bed internals is critical to maintaining a long adsorbent life. PCI's proprietary adsorber vessel design keeps the adsorbent fixed in place during all phases of the process cycle and prevents movement of the media that would result from pressure swings. If the media was not properly contained within the vessel the erosive action of its movement would degrade the adsorbent to fine dust and thereby cause it to lose its adsorption properties. The expected media life using PCI's design is more than 10 years.

**Process and Purge Recovery Tanks:**

The oxygen produced in the adsorber vessels flows to the carbon steel process tank. The purpose of the process tank is to supply oxygen during the vacuum/media regeneration portion of the VSA cycle. The process tank is sized in a manner that assures that a continuous supply of oxygen is maintained during the vacuum/media regeneration portion of the VSA cycle.

The carbon steel purge recovery tank is an energy saving device used to recover the

oxygen in the adsorber vessel at the end of the pressurization step. This recovered oxygen is then used to purge the media bed at the end of the regeneration/vacuum cycle to insure complete regeneration of the adsorbent bed. The purge recovery tank is sized to ensure that the oxygen needed for purging at the end of the vacuum step is recovered from the adsorber vessel at the end of the pressurization step.

**Oxygen Booster Compressor:**

The booster compressor consists of a dry scroll, belt driven compressor of an oil-free, single stage, oscillating dual dry plate design. Compression is maintained using simple, easily replaceable plate tip seals. Compressed oxygen exiting the compressors is cooled using a fin tubed air-cooled aftercooler. The compressor module can deliver oxygen up to 100 PSI.

**System Electrical Enclosure with Process Control System:**

Housed in the system's painted carbon steel **NEMA 3R cUL MARKED** electrical enclosure is an integrated programmable digital processor (PLC) that automatically controls the process to continuously supply oxygen at the desired pressure and within the specifications for purity. Other major components within the electrical enclosure include a main circuit breaker, fusing, motor controllers with integral circuit breaker, and the blower and compressor motor variable frequency drives.

On the outside face of the electrical enclosure is an operator control panel with LCD display and tactile touch buttons that provide convenient, intuitive local operation as well as process monitoring and diagnosis capability. A password protected embedded web page server allows system monitoring, logging and control using Internet Explorer™.

The Ethernet port also supports Modbus TCP protocol for convenient machine to machine start/stop and monitoring of all process variables. Analog wired 10 V signal interface is also supported.

Available accessories include kits at

1. for 4-20 Ma interface with an external controller and
2. for wireless 3G/4G Ethernet Router for remote access to the System controller.

**System Operating Mode and Load Following Capability:**

The system is controlled using a proprietary microcontroller and is operated under constant oxygen pressure mode. In this mode, the system's microcontroller varies the air blower and oxygen compressor motors' speeds in response to variations in the end use process oxygen demand via VFDs to maintain the oxygen delivery pressure at the desired set point pressure. The system automatically slows the motors' speeds to reduce oxygen production during low oxygen demand and increases the motors' speeds to increase

oxygen production during high oxygen demand. In this manner, the system's power consumption turns down to as low as 35% of power usage at the system's rated capacity. The Load Following Attachment shows typical power turndown for the various DOCS system.

**3 Plus 10 Warranty Program:**

PCI's standard equipment warranty is for a one-year term. Because of our confidence in the robustness of our VSA design and the quality of the System components, they offer a "3 Plus 10" warranty which warranties the equipment for 3 years and the adsorber bed for 10 years on PCI DOCS 500 product. This warranty requires that the System be maintained as per the O&M manual using consumables purchased from PCI during the equipment warranty period and that the System be equipped with a means of remote monitoring of its control program and that PCI be allowed to remote access to the system.

*A service contract for 2 years shall be included in this bid for these locations.*

**Low Carbon Footprint Design:**

PCI's DOCS utilizing VSA design which operates at lower pressure with reversing blower technology and VFD control, significantly contributes to lowest power consumption.

**PCI's Quality Management Program:**

Factory Performance Testing

- Factory testing of each DOCS unit is required.
- Testing assures that the system performs as specified.
- Each DOCS unit must undergo a twelve step "Acceptance Test Procedure" (ATP).

**Codes, Standards and Regulations:**

PCI's systems' design and manufacture are based upon good industry practice and in accordance with the applicable requirements of the pertinent codes, standards and regulations having jurisdiction over the work including:

| | |
|---|---|
| ANSI - | American National Standards Institute |
| ASME - | American Society of Mechanical Engineers |
| ASTM - | American Society for Testing Materials |
| AWS - | American Welding Society |
| CGA - | Compressed Gas Association |
| NEC - | National Electrical Code |
| NEMA - | National Electrical Manufacturer's Association |
| OSHA - | Occupational Safety Health Administration |
| UL - | Underwriters Labs |

## A. PRODUCT DESCRIPTION

### 1. DOCS 500, Industrial, 460 Vac, 60 Hz, 3-PH, 100 Amp:

Each DOCS 500-55 (Deployable Oxygen Concentration System) capable of producing, at standard conditions, a continuous flow of 93% ± 3% oxygen at flowrate up 1060 SCFH and output pressure up to 100 psig.

Each DOCS 500-55 includes the two free standing modules that comprise the system (Blower Module and VSA Module) as well as the pre-engineered piping and wiring module interconnects, safely secured and connected with piping and cabling inside the container.

The System electrical enclosure is a Schneider **NEMA 3R cUL MARKED** assembly. Local control, monitoring and diagnostics are accomplished via a control panel on the face of the electrical enclosure. The controller can be interfaced with an external controller via an Ethernet port using MODBUS protocol or via 0-10 V signals and 4 -20 mA analog signals. An optional kit is also for available a 4 -20 mA analog signal interface and for a wireless card with modem that provides real time monitoring and historical operating data logging capability. Does not include power cord or hoses.

### 2. Kit, Mass Flow Controller, Factory Installed, DOCS 500:

Kit comes already factory installed on DOCS unit. Contains mass flow controller 0-1000 LPM with standard display. Comes with totalizing feature.

The DOCS system requires a means of limiting the maximum oxygen flow from the system to its rated capacity. In addition, if multiple DOCS units are manifolded together then flow control is required for each DOCS unit to allow for balancing the flow from the individual units. Both these functions can be fulfilled using the MFC.

### 3. Series 8 Remote Monitoring System with Modem:

Data logger using eWON remote access via cloud-based VPN. Real-time DOCS monitoring via internet connection. Data logging allows you to see DOCS past performances

Connect to the DOCS unit via either Ethernet or 3G+ Cellular Modem. Log data using MODBUS TCP tag addresses. Store data logs either locally or send data logs via email or FTP. Modem included. Setup in DOCS unit activates a feature that requires a code supplied by manufacturer for continued operation. Each unit shall have the remote monitoring system with modem.

### 4. Custom build, Sound Enclosure:

A customed built sound enclosure, designed to provide additional sound abatement generated by the blower and its motor. The sound enclosure comes with the necessary louver to provide necessary flow of process air and ventilation

as necessary. Onsite assembly and installation are required and performed by PCI start up personnel.

5. **Spares Kit, Consumables, 2-Year, DOCS 500-55:**
   Maintenance kit for estimated 8000 hours of run time at standard conditions. Contents of the Kit include the lubricants, filters and compressor seals required for periodic maintenance of the DOCS unit.

6. **Spares Kit, On-Hand Capital, DOCS 500-55:**
   Contains On-Hand Capital kit, among other valves, sensors, filters, coupling.

7. **Spares Kit, Specialty Tools, DOCS 500-55:**
   Contain all tools to perform maintenance.
   The kit consists of a specialty grease gun for the compressor motor.

8. **Service, Supervision on Commissioning & Training:**
   a. **COMMISSIONING:** PCI will confirm system performance meets factory test parameters. PCI will confirm the system has been installed with IAW site recommendations. The system will be started and monitored to confirm operation at specified flow, purity, and pressure requirements.
      i. 5 Days, 2 Trips per site location.

   b. **TRAINING:** PCI will provide operators with an overview of key system functions to include start-up, shut-down, emergency stop, and basic operating procedures as described in the Operation and Maintenance manual. The overview will also highlight the frequency and type of maintenance required. At the end of the training, operators will possess the necessary skills to safely operate and perform maintenance on the system.
      i. 1 Day

## EQUIPMENT TO BE SUPPLIED

Two (2) year service contract for all PCI Generators

1. **Pritchard**
   a. 4,824 lbs. of Oxygen Per day required.
   b. Supply:
      i. One (1) Blue In Green SDOX600 Containerized Oxygen Delivery System with actuated valve
      ii. Three (3) Pacific Consolidated Industries Model DOCS 500-55 Oxygen Generators

2. **Timberlane**
   a. 2,283 lbs. of Oxygen Per day required.
   b. Supply:

i. One (1) Blue In Green SDOX600 Containerized Oxygen Delivery System with actuated valve
ii. Two (2) Pacific Consolidated Industries Model DOCS 500-55 Oxygen Generators

**3. Meadowbrook**

a. 5550 lbs. of Oxygen Per day required.
b. Supply:
    i. One (1) Blue In Green SDOX600 Containerized Oxygen Delivery System with actuated valve.
    ii. Four (4) Pacific Consolidated Industries Model DOCS 500-55 Oxygen Generators

**4. Eiseman**

a. 11,644 lbs. of Oxygen Per day required.
b. Supply:
    i. One (1) Blue In Green SDOX600 Containerized Oxygen Delivery System with actuated valve.
    ii. Five (5) Pacific Consolidated Industries Model DOCS 500-55 Oxygen Generators

DATE: 10/15/2025

BID NO: 50-00148748

**INVITATION TO BID**
**THIS IS NOT AN ORDER**



# JEFFERSON PARISH

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

**PURCHASING SPECIALIST:**
**Shanna.Folse@jeffparish.gov**

**BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 11/13/2025 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.

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.

   a. 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.

   b. 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.)

   c. 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.

   a. 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.

   a. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

DATE: 10/15/2025

BID NO: 50-00148748

## 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.

DATE: 10/15/2025

BID NO: 50-00148748

**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.

**13, 14, 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(I), 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.

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: 10/15/2025

BID NO: 50-00148748

# 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 int 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.: 50-00148748

SEALED BID

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES | UNIT PRICE QUOTED | TOTALS |
|---|---|---|---|---|---|
| | | | Purchase of Containerized Supersaturated Oxygen Delivery Systems with Oxygen Generators for the Pritchard, Timberland Meadowbrook, and Eiseman Lift Stations for the Department of Sewerage | | |
| 1 | 1.00 | EA | 0001 - Chart (Blue in Green) Oxygenation/Odor Control unit Model<br><br>SDOX 600 Containerized system for Eisman Lift Station Oxygen Injection, as per proposal<br><br>5. ea.-PCI DOCS 500-55 Oxygen Generator System with VSA technology that comes with PCI integrated oxygen booster and NEMA 3R painted steel electrical enclosures. PCI Mass Flow Controller, Series 8 Remote Monitoring System with Modem, DOCS consumables, 6 days of service commissing<br>1. ea.-Stainless Steel Sound Enclosure for BIG vent<br>Lot-2 year Service Contract with consumables<br><br>Note:<br>-Foundations, electrical, Awning for PCI generators by others<br>-Equipment Only<br>-Piping outside of BIG container by others and wiring between BIG/PCI<br>-All wiring for electrical and SCADA by others<br>-Installation of sound enclosures around DOC blowers by others<br>-Installation of equipment is by others | $ _____ | $ _____ |
| 2 | 1.00 | EA | 0002 - Chart (Blue in Green) Oxygenation/Odor Control unit Model<br><br>SDOX 600 Containerized system for Pritchard Lift Station Oxygen Injection, as per proposal<br><br>3 ea.-PCI DOCS 500 NEW Oxgenerator system with VSA technology that comes with PCI integrated oxygen booster, NEMA 3R painted steel enclosure, PCI msss flow controller, customization sound enclosure for blower module. Spare parts kit, commission.<br><br>Shipping two control panels to PCI for installation on new DOCS 500<br><br>Lot-2 Year Service contract for PCI generators with consumables<br><br>Note: | $ _____ | $ _____ |

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES | UNIT PRICE QUOTED | TOTALS |
|---|---|---|---|---|---|
| | | | -Piping outside of BIG container by others and wiring between BIG/PCI<br>-Foundations, electrical, piping, awning for PCI generators by others<br>-Installation of sound enclosure around DOC blowers by others<br>-Installation of all equipment is by others<br>-All wiring of electrical and SCADA by others<br>-Equipment only | | |
| 3 | 1.00 | EA | 0003 - Chart (Blue in Green) Oxygenation/Odor Control unit Model<br><br>SDOX 600 Containerized system for North Timberlane Lift Station Oxygen Injection, as per proposal<br><br>2. ea.-PCI-DOCS 500-55 Oxygen Generator System with VSA technology that comes with PCI integrated oxygen booster and NEMA 3R painted steel electrical enclosures. PCI Mass Flow Controller, Series 8 Remote Monitoring System with Modem DOCS consumables, 6 days of service commissing.<br>Lot-2-Year Service contract for PSI generators with consumables<br><br>Note:<br>-Foundations, electrical, Awning for PCI generators by others<br>-Equipment only<br>-Piping outside of BIG container by others and wiring between BIG/PCI<br>-All wiring for electrical and SCADA by others<br>-Installation of sound enclosures around DOC blowers by others<br>-Installation of equipment is by others | $_____ | $_____ |
| 4 | 1.00 | EA | 0004 - Chart (Blue in Green) Oxygenation/Odor Control unit Model SDOX 600 Containerized system for Meadowbrook Lift Station Oxygen Injection, as per Proposal<br><br>4 ea.-PCI-DOCS 500-55 Oxygen Generator System with VSA technology that comes with PCI integrated oxygen booster and NEMA 3R painted steel electrical enclosures. PCI Mass Flow Controller, Series 8 Remote Monitoring System with Modem, DOCS Consumables, 6 days of service commissing.<br>1 ea.-Stainless Steel Sound Enclosure for BIG unit vent<br>Lot-2 year service contract with | $_____ | $_____ |

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES | UNIT PRICE QUOTED | TOTALS |
|---|---|---|---|---|---|
| | | | consumables<br><br>Note:<br>-Foundations, electrical, awning, for PCI generators by others<br>-Equipment only<br>-Piping outside of BIG container by others and wiring between BIG/PCI<br>-All wiring for electrical and SCADA by others<br>-Installation of sound enclosures around DOC blowers by others<br>-Installation of equipment is by others | | |

# 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 _____.

# Community Development Block Grant Program - Disaster Recovery and Mitigation Rider

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery ("CDBG-DR") or Community Development Block Grant - Mitigation ("CDBG-MIT") Program by and between the Jefferson Parish, State of Louisiana; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

As used herein, the term "Contractor" shall refer to any vendor including but not limited to, subrecipients, professional service contractors, or construction contractors, utilizing in whole or in part, Community Development Block Grant Disaster Recovery funds awarded under that certain Cooperative Endeavor Agreement by and between the Parish of Jefferson and the Louisiana Office of Community Development – Disaster Recovery (LOCD-DR) as set forth in the type of Agreement this exhibit is attached to.

**Signature on the Agreement this exhibit attached to is evidence of a Contractors intent to be bound by the terms and conditions of this Rider.**

## FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:
https://www.hud.gov/hud-partners/community-cdbg-dr/regulations

**COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR**
**PROFESSIONAL SERVICES CONTRACTS**

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**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)** (Also in Appendix II to 2 CFR 200)

**Applicable to contracts and subcontracts above $10,000**

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. 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 without regard to race, color, religion, sex, or national origin.

C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## 2. CERTIFICATION OF NONSEGREGATED FACILITIES

**Applicable to contracts and subcontracts over $10,000**

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination 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, as amended, is prohibited.

**5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES** (Also in Appendix II to 2 CFR 200)

A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

**Applicable to contracts and subcontracts over $10,000**

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all

employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## 7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

## 8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

## 9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

**Applicable to contracts and subcontracts exceeding $100,000**

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## 10. FLOOD DISASTER PROTECTION

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

## 11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller

General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

## 12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## 13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## 14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

C. CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

- The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

- In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

## 15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (Applicable to contracts and subcontracts of $10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

## 16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## 17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

## 18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five

days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

## 19. TERMINATION FOR CONVENIENCE

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

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

## 20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

## 21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

## 22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

(Contractor must complete certification and submit prior to award.) ***See Appendix A***

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## 23. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the 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.

## 24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## 25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

## 26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

## 27. ANTI-KICKBACK RULES

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## 28. ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

## 29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

## 30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

## 31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

## 32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

## 33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

## 34. LOBBYING

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.

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## APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR Part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

The contracts must also include a provision for compliance with the Copeland ‘‘Anti-Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’’). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties 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.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. **(for all awarded contracts with a value greater than $100,000.00 and contractor must complete certification and submit prior to award.) *See Appendix B***

Such disclosures are forwarded from tier to tier up to the non-federal award.

**J. See § 200.323.**

**K. See § 200.216.**

**L. See § 200.322.**

**§ 200.323 Procurement of recovered materials.**

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

   1) Procure or obtain covered telecommunications equipment or services;

   2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance

and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

d) See Public Law 115–232, section 889 for additional information.

e) See also § 200.471.

**§ 200.322 Domestic preferences for procurements.**

a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

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

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

**Section 3**

This regulation must be followed when projects assisted with housing and community development financial assistance exceed $200,000 for the following construction activities: housing rehabilitation,

housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

1. Section 3 of the Housing and Urban Development Act of 1968

   The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

   a. Low-Income Person Definition

      A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

   b. Compliance

      Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

      i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

      ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no

contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

i. Benchmarks. Contracts with CDBG awards over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and

2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.

iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

# Appendix A

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 B

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)