



**Bid Number 50-00149770**

**Labor, Materials, Equipment, Transportation, Crane Services, and all other Incidentals to Remove, Properly Dispose of, Supply, and Install New Gas- Fired Water Boilers at the General Government Building**

**BID DUE: May 5, 2026 AT 2:00 PM**

**ATTENTION VENDORS!!!**

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

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Purchasing Specialist II: Ruby Tran  
Email: [ruby.tran@jeffparish.gov](mailto:ruby.tran@jeffparish.gov)  
Phone: 504-364-2687**

## BID 50-00149770 - SPECIFICATIONS

# Labor, Materials, Equipment, Transportation, Crane Services, and all other Incidentals to Remove, Properly Dispose of, Supply, and Install New Gas- Fired Water Boilers at the General Government Building

### Section 1.0 – Site Visits:

All prospective bidders may schedule a site visit with the Department of General Services through Robert Brouillette between 8:00 a.m. and 3:00 p.m., Monday through Friday. Mr. Brouillette can be reached at (504)364-2675.

### Section 2.0 – License Requirements:

A Louisiana State Contractor's License will be required by LSA 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 result in bid rejection.

#### 2.1 License(s) issued by the Louisiana State Licensing Board for Contractors

- Mechanical  
And/or
- Plumbing

### Section 3.0 – Scope:

We extend this proposal to provide labor, materials, equipment, transportation, crane services, and all other incidentals necessary to remove, properly dispose of, supply, and install two (2) new gas-fired water boilers at the Jefferson Parish General Government Building, located at 200 Derbigny Street, Gretna, LA 70053.

### Section 4.0 – Bonds:

- **Surety Bond:** An Electronic bid bond will be required with bid submission in the amount of 5% of the total bid. The vendor shall indicate the electronic bid bond number in the location specified on the electronic bid envelope. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
- **Performance Bond:** A Performance Bond in the amount of 50% of the total contract price will be required. The performance bond shall be produced upon contract execution.
- **Payment Bond:** A Payment Bond in the amount of 50% of the total contract price will be required. The payment bond shall be produced upon contract execution.

## **BID 50-00149770 - SPECIFICATIONS**

### **Section 5.0 – Insurance**

#### **5.1 Installation Floater**

The Contractor shall purchase and maintain in its name an Installation Floater insurance policy, covering installation of all equipment which is the subject of the Contract, to the full insurable value thereof. The policy shall include "all risk" insurance for physical damage. The valuation of covered property should be the replacement cost value.

If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials

#### **Section 5.0 – Insurance: continued**

provided for the Work. Contractor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

#### **Section 6.0 – Quantities/Inspection:**

Bidders must inspect the site and perform measurements to determine the quantities of materials and equipment required to complete this project. All measurements given in these specifications are for informational purposes only.

#### **Section 7.0 – Submittals:**

If the bidder intends to provide materials equal to or better than owner-specified materials, the following shall be supplied upon request.

- Manufacturer's catalog data
- Detail sheets
- Specifications of the product
- Warranty information

#### **Section 8.0 – Bid Specifications:**

- All materials for this project shall be bidder-supplied new.
- Equipment and materials shall be installed neatly and professionally.
- Shall meet or exceed ASME Section IV stamped for 125 PSIG and registered with the National Board.
- Verify that the specified materials and equipment will fit into the designated spaces and that, when installed per manufacturers' guidelines, they will ensure a complete, coordinated, satisfactory, and proper operating system.

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### Section 8.1 – Removal of Existing Equipment:

- Remove and properly dispose of two (2) existing gas-fired water boilers.

### Section 8.2 – Installation:

#### Design, engineer, supply, and install:

- Two (2) new Rite Power gas-fired water boilers Model: 450W
- Must be replacing both boilers at the same time.
- All Parts and labor necessary to connect all electrical, building automated system controls, and commissioning of automated controls required for the proper operation of boilers.
- Plumbing, including any rerouting, resizing, or fabrication necessary for full functionality.
- Ventilation, including any upsizing, downsizing, or fabrication necessary for proper operation of boilers.

#### Section 8.2 – Installation: continued

- All-natural gas work needed for proper operation, including any upsizing, downsizing, or fabrication of gas lines, replacement of the regulator, and piping necessary for correct operation
- All engineering shall meet the requirements of the boiler manufacturer for proper operation and full functionality of the boilers, as well as all safety controls and alarms.

### Section 8.3 – Description:

- Rite Power gas-fired water boilers Model: 450W
- Shall be of the inclined water tube design with 2” non-proprietary straight steel tubes (SA 178 Grade A, 13 Gauge) rolled between two headers (steel drums).
- Headers shall be free to expand and contract (no stay bolts shall be used) to reduce stresses caused by thermal shock.
- Both headers shall incorporate bolted-and-gasketed removable headplates that, when opened, completely expose all waterside surfaces for inspection and cleaning.
- Header flanges shall have drilled and tapped smooth surfaces for easy gasket clean-up and flange maintenance.
- A flow vane shall ensure that return water is directed to the lower radiant tubes for improved heat transfer regardless of flow rate.
- The burner shall be powered with a blower motor and have air-fuel adjustment throughout the firing range.
- The burner shall have a mounted panel to house all burner controls, including a step-down control transformer for all three-phase burner motors and a manual potentiometer for modulating burners.
- The burner shall be U.L. and U.L.C. listed.
- UL listed for use with Type B Vent.
- Emergency stop switch must be installed to turn off both units in the event of an emergency
- The stack should be supported independently of the boiler, and an adjustable length section of stack should be installed after the draft control to allow for future separation.
- Minimum stack height, including Draft Control, is 10 feet.

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- Heating surface of 428 square feet.
- Boiler horsepower of 107
- Maximum jacket length of 127 inches • Maximum jacket width of 42 inches
- Maximum flush height of 72 inches
- The gas connection shall be 2-inch transitioning into 4-inch
- Water supply size shall be 4-inch FL
- Water return size shall be 4-inch FL
- All 4" supply, return, and emergency shut-off valves to be replaced with equal or better quality than existing valves.
- Supply and install a new stainless steel drain pan with a 2-inch lip. The drain pan shall be welded on all corners to prevent leaks
- New drain pan shall be connected to existing drain line utilizing matching copper pipe.
- Shall disconnect and reconnect all temperature controls.

### **Section 8.4 – Insulation:**

- All insulation and jacketing removed shall be replaced with new insulation and jacketing that matches the existing material's color, size, and R rating.
- Equipment and materials shall be installed neatly and professionally.

### **Section 9.0 – Commissioning:**

A factory-trained representative of the installed boiler equipment shall perform commissioning. All commissioning shall be performed with an owner's representative present.

### **Section 10.0 – Permits:**

The bidder shall obtain all required permits from the jurisdiction where the work is performed. All permits must be obtained and paid for by the successful bidder before the project begins.

### **Section 11.0 – Existing Structure:**

Should any damage be caused by this work, the successful bidder shall restore the damage to its original condition with the same type of materials, finish, and workmanship.

### **Section 12.0 – Liquidated Damages:**

Commencing on the thirty-first (31) day following the notice to proceed and until work is substantially complete, liquidated damages will be assessed at \$300/day.

### **Section 13.0 – Material and Workmanship Warranty:**

- All materials and workmanship shall have a minimum one (1) year written warranty from the successful vendor.
- The boiler shall have a 25-year Manufacturer's thermal shock warranty.
- After completing the project, a copy of all warranties shall be provided to the owner.
- All warranties shall commence at the competition of the project.

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### **Section 14.0 – Hours of Work:**

The work to be performed shall be scheduled during regular working hours, 7:00 a.m. – 4:00 p.m., Monday through Friday. Due to traffic concerns, after-hours work is required when the units are to be lifted onto the building, at no extra charge to Jefferson Parish. In addition to the after-hours, prescheduled lift, the successful bidder may work outside regular building hours to maintain a safe work environment, at no additional charge to Jefferson Parish.

### **Section 15.0 – Start of Work Conference and Notice to Order Materials and Notice to Proceed:**

- Before any work commences, a “Start of Work Conference” shall be held between the successful bidder and the owner.
- No Materials shall be ordered until the successful bidder receives a written “Notice to Order Materials” from the Department of General Services.
- No work shall be performed until the successful bidder receives a written “Notice to Proceed” from the Department of General Services to begin work.

# Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at <https://www.centralbidding.com/bid-bonds/>. To access the bonding companies on Central Bidding, hover over the “Central Bidding” link at the top of the page and select the “Bid Bonds” link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

The screenshot shows the Central Bidding website interface. At the top, there is a navigation bar with the following links: ABOUT US, TESTIMONIALS, CENTRAL BIDDING, and @PROCUREMENT SOLUTIONS. There are also buttons for LOGIN and REGISTER. A dropdown menu is open under CENTRAL BIDDING, showing options: Bids by Agency, Search Bids, Bid Bonds, and Contact Us. The main banner features a background image of hands holding a document and the text: "Central Bidding is the leading provider of online bidding services to local agencies." Below the banner are three buttons: CENTRAL BIDDING, SURPLUS SALES, and REGISTER NOW!. The statistics section lists: \$41.6 Billion, 38,136 Bid Opportunities, 18,123 Vendors, and 568 Agencies. A "Learn More" button is located below the statistics. A small text at the bottom left of the screenshot reads: <https://www.centralauctionhouse.com/central-bidding/bid-bonds>.

INVITATION TO BID  
THIS IS NOT AN ORDER

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DATE: 4/08/2026

BID NO: 50-00149770

**JEFFERSON PARISH**

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

PURCHASING SPECIALIST:  
ruby.tran@jeffparish.gov

**BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 5/05/2026 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit their bid via Jefferson Parish's electronic procurement page. Additional instructions are included in the text box highlighting electronic procurement.**

**LATE BIDS WILL NOT BE ACCEPTED**

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

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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

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

DATE: 4/08/2026

BID NO: 50-00149770

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

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

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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

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

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

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

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

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

Please visit our E-Procurement Page at [www.jeffparishbids.net](http://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.

**3,4,5,6,7,10,11,13,14,16**

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

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

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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

TO: JEFFERSON PARISH
PURCHASING DEPT
200 DERBIGNY ST. SUITE 4400
GRETNA, LA 70053
(Owner to provide name and address of owner)

BID FOR: Labor, Materials, Equipment, Transportation, Crane Services, and all other Incidentals to Remove, Properly Dispose of, Supply, and Install New Gas- Fired Water Boilers at the General Government Building
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: GENERAL SERVICES DEPARTMENT

and dated: MARCH 2026
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Dollars (\$) \_\_\_\_\_

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
Dollars (\$) \_\_\_\_\_

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
Dollars (\$) \_\_\_\_\_

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
Dollars (\$) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: \_\_\_\_\_

DATE: \_\_\_\_\_

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA-R.S. 38:2218.(A) is attached to and made a part of this bid.

**PUBLIC WORKS BID INSTRUCTIONS**

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

**Must be in the following category:**

COMMERCIAL CONTRACTOR'S LICENSE IN MAJOR CLASS OF MECHANICAL AND/OR PLUMBING

Each bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors in accordance with existing state laws, and shall comply with the Licensing Requirements of LRS 37:2150 et. seq.

**B. PROBABLE CONSTRUCTION RANGES AND PRICES**

Range of the Probable Construction Cost for Base Bid:	<u>\$1,000,000.00 - \$2,500,000.00</u>
Range of the Probable Construction Cost for Alternate No. 1:	<u>N/A</u>
Range of the Probable Construction Cost for Alternate No. 2:	<u>N/A</u>
Range of the Probable Construction Cost for Alternate No. 3:	<u>N/A</u>
Range of the Previous Contract Cap (Public Work Maintenance Contract):	<u>N/A</u>

The estimated cost range is for informational purposes only and may be subject to change. The bid prices received from bidders will be evaluated based on the actual estimate value, which will be read aloud at the time of bid opening, for award determination.

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

The price quoted for the work shall be stated in figures no more than four (4) decimal points. In the event there is a difference in unit prices and totals, the unit prices shall prevail. In the event there is a difference in unit prices, written unit prices shall prevail over numerical unit prices.

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

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

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

All bids shall be submitted electronically through Jefferson Parish's eProcurement System online at [www.jeffparishbids.net](http://www.jeffparishbids.net). Registration and use of this site are free to Jefferson Parish vendors.

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

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

### **D. TIMELINES**

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

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

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

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

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

to the conditions to be encountered in performing the work and as to requirements of the plans, project specifications, Resolution No. 141125, as amended, and contract forms.

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

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

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

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

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

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

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

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

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

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

## **2. Disqualification of Bids**

- a. The causes for disqualification from consideration for award of a contract with Jefferson Parish are as follows (Jefferson Parish Code of Ordinances, Section 2-912):
  - (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Parish contractor;
  - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director or his designee for Jefferson Parish to be serious as to justify disqualification:
    - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification; or
    - iii. Failure to timely pay, without cause, a subcontractor for work performed under a construction contract as required under Section 2-976 in Chapter 2, Article VII, of the Jefferson Parish Code of Ordinances, provided disqualification on such basis shall not exceed a period of one (1) year from the deadline to pay the subcontractor.
  - (5) Any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a Parish contractor, including debarment by another governmental entity for any cause;
  - (6) Violation of the State Code of Ethics or the ethical standards set forth in the Jefferson Parish Code of Ordinances;
  - (7) Failure to secure, provide, and/or maintain necessary licenses and/or permits during the term of the contract;
  - (8) Failure to comply with the Jefferson Parish Code of Ordinances and/or the Jefferson Parish Comprehensive Zoning Ordinance;
  - (9) For any other reason in which the Parish deems you to not be a responsible bidder.
- b. The procedures for disqualification from consideration for award of a contract with Jefferson Parish are set forth in Sec. 2- 912 (b).

**Note:**

A bid which is not responsive to, or does not meet bid specifications, will be rejected as being non-responsive, but that bidder will not be disqualified from future Parish bids, nor will that bidder be given a hearing pursuant to procedure listed below.

**3. Award of Contract**

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

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

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

The successful bidder shall execute the contract with the Parish in the form of the contract set forth in Resolution No. 141125 Standard General Conditions of the Construction Contract. One copy of the executed contract with all documents forming a part thereof shall be filed at the expense of the contractor, with the Recorder of Mortgages in Jefferson Parish.

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

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

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

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

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

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

In accordance with Resolution No. 141125, as amended, Bidder agrees to pay, as liquidated damages, the sum of \$300.00 for: (1) each consecutive calendar day after the agreed date of substantial completion that the work remains substantially incomplete, and (2) each consecutive calendar day after the 30th day following the actual date of substantial completion that the work has not been finally completed.

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

- |     |                                                                                             |    |            |       |
|-----|---------------------------------------------------------------------------------------------|----|------------|-------|
| (1) | Extended Architectural and/or Engineering Fees                                              | \$ | <u>N/A</u> | /hour |
| (2) | Extended Resident Project Representative Fee                                                | \$ | <u>N/A</u> | /hour |
| (3) | Extended Construction Management Fees                                                       | \$ | <u>N/A</u> | /day  |
| (4) | Extended Parish's Overhead and Personnel Expenses                                           | \$ | <u>N/A</u> | /hour |
| (5) | Parish's Other Costs Directly Related to the Delay in Completion Beyond the Contract Times. |    |            |       |

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

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

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

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

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

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

## I. REQUIRED AFFIDAVITS

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

The person submitting the bid, and whose authority to submit has been evidenced on the Designation of Authority is the proper party to execute the **Generic Bid Affidavit**.

- If this box is checked, then 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.

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

Bidders must review the bid specifications and include any required documentation including but not limited to the LA Public Works Uniform Bid Form; Bid Security or Bid Bond; Acknowledgment of Addenda; Base Bid; Alternates; Signature of Bidder; Name, Title, and Address of Bidder; Name of Firm or Joint Venture; Corporate Resolution or written evidence of the authority of the person signing the bid; Louisiana Contractors License Number; Generic Bid Affidavit. Pursuant to L.R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required. Please note that the payment and performance bonds must be supplied by the successful bidder at contract signing.

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

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

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

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

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

**Bid Security:** Bidders shall provide bid security in the form of an electronic bid bond in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates) (as per R.S. 38:2218). The Bid Security shall remain valid until the contract is executed or until final disposition is made of the bids submitted. Such security will become the property of the Parish in the event the successful bidder fails or refuses to execute the contract or fails to produce performance and payment bonds upon contract signing. Bids shall remain binding for at least forty-five (45) days after the date set for the Bid Opening. In the event the Parish issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of contract. Jefferson Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days.

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

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

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

## K. INSURANCE REQUIREMENTS

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

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**Within ten (10) days of bid opening, the apparent low bidder will be required to provide final insurance certificates to the Parish which shall name the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Failure to provide your certificate of insurance within the ten (10) days, shall result in the Parish rejecting your bid and moving on to the next lowest bidder.** Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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### JEFFERSON PARISH REQUIRED STANDARD INSURANCE

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

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

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted within ten (10) days of the bid opening. A scanned copy may be submitted initially; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.**

**COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage

**BUSINESS AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos

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

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

**UMBRELLA LIABILITY COVERAGE** - An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

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

**OWNER'S PROTECTIVE LIABILITY**

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

**BUILDER'S RISK INSURANCE**

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

**L. INDEMNIFICATION**

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

**M. FAMILIARITY WITH LAWS AND ORDINANCES**

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

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

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

**N. MISCELLANEOUS**

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

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

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

## **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.*

**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 \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Entity), who submitted a bid to the Parish of Jefferson, and who attested as follows:

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:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (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)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

Affiant further said:

**LA. R.S. 38:2212.10 VERIFICATION OF EMPLOYEES**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer 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.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

Affiant further said:

**LA. R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS  
COMPENSATION INSURANCE**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
  
- B. By signing this Affidavit, Affiant certifies that no such assessment is in effect against the bidding /proposing entity.

\_\_\_\_\_  
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 \_\_\_\_\_.

## **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

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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.

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**Secretary-Treasurer**

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**Date**



**Designation of Construction Contractor  
as Agent of a Governmental Entity  
Sales Tax Exemption Certificate**

\_\_\_\_\_, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
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This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
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Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency		
Signature of Authorized Designator	Date (mm/dd/yyyy)	
Name of Authorized Designator		
Name of Governmental Entity		
Address		
City	State	ZIP

Acceptance of Agency		
Signature of Contractor or Subcontractor Authorized Acceptor	Date (mm/dd/yyyy)	
Name of Contractor's or Subcontractor's Acceptor		
Name of Contractor		
Address		
City	State	ZIP

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.