

DATE: 12/03/2014

INVITATION TO BID  
THIS IS NOT AN ORDER

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BID NO.: 50-00111997

**JEFFERSON PARISH**

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

BUYER: DNelson@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 12/18/2014 AND PUBLICLY OPENED THEREAFTER.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**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 OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Forms to register may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

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 and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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. 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.

All formal Addenda require written acknowledgement 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 bid to next lowest responsive and responsible bidder in this event.

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. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

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

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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.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. 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. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

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 days.

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"

B. 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.

C. 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 anytime 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.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-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 Parish taxes. The price quoted for work shall be stated in figures. 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.

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).

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## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

E. RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

F. POSTING OF BIDS: A listing of bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA and will remain posted until close of respective bids.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

### 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. Please note requirements contained in this bid package for electronic bid submission.**

**Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.**

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy 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 by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

## ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

**10, 13, 15**

1. All bidders must attend the pre-bid conference in relation to this bid; attendance is mandatory. Failure to attend will prohibit a company from submitting a bid. Vendors arriving after the mandatory pre-bid conference begins will not be allowed to sign in as evidence of attendance.
2. 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. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. 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 Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the 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. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. 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. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. 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. Acceptable forms shall be limited to cashier's check, certified check, money order, or surety bid bond. If submitting bid online, vendors must submit bond through respective online clearinghouse bond management system as indicated in the Electronic Procurement system.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. 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. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON-PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.

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 Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED 0 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 12-31-15

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

DAYS  
30 ARO

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

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: KENNEDY VALVE

ADDRESS: 1021 EAST WATER STREET

CITY, STATE: ELMIRA, NY ZIP: 14901

TELEPHONE: (607) 734-2211 FAX: (607) 734-3288

EMAIL ADDRESS: SALES@KENNEDYVALVE.COM

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

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 42,426.<sup>00</sup>

AUTHORIZED SIGNATURE: Ted Sprungler

TITLE: INSIDE SALES MANAGER

TED ZAPARZYNSKI  
Printed Name

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.

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## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00111997

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	6.00	EA	ONE (1) TIME PURCHASE OF A QUANTITY OF FIRE HYDRANTS FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS  0010-HYDRANT, 5-1/4 INCH BY 3 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, SUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031410C	\$1,320.00	\$7,920.00
2	6.00	EA	0020-HYDRANT, 5-1/4 INCH BY 4 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	\$1,377.00	\$8,262.00
3	6.00	EA	0030-HYDRANT, 5-1/4 INCH BY 4-1/2 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	\$1,406.00	\$8,436.00
4	3.00	EA	0040-HYDRANT, 5-1/4 INCH BY 5-1/2 FEET, COMPLETE WITH MJ SHOE, 3 WAY TYPE, NEW  ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031418D	\$1,463.00	\$4,389.00
5	9.00	EA	0050-HYDRANT, 5-1/4 INCH BY 6 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE, NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031419C	\$1,491.00	\$13,419.00

## **INSURANCE REQUIREMENTS - BIDS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

*Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.*

### **1. WORKER'S COMPENSATION INSURANCE**

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

### **2. COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### **3. COMPREHENSIVE 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.

## **DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

## **UMBRELLA LIABILITY COVERAGE**

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

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### **CONSTRUCTION AND RENOVATION PROJECTS:**

Unless otherwise specified in the bid, these additional insurance is required. 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.

### **NOTE for CERTIFICATE HOLDER:**

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014



**MCWANE, INC.**

**SECRETARY'S CERTIFICATE**

**Kennedy Valve Division**

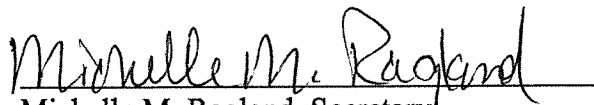
I, Michelle M. Ragland, do hereby certify that:

1. I am the Secretary of McWane, Inc., a Delaware corporation (the "Company").
2. The Board of Directors of the Company has authorized the following employees of the Kennedy Valve division of the Company to execute in the name of the Company, bids, proposals, specific sales contracts, together with any required surety bonds relating to the sale of products manufactured and/or sold by the Company, and all such bids and proposals, sales contracts and bonds shall be binding upon the Company:

Arne Feyling	Vice President and General Manager
Kimberly Hogan	Controller
John A. Chalk	National Sales Manager
Ted Zaparzynski	Inside Sales Manager
Jack McPike	Plant Manager

3. I do hereby certify that the foregoing was duly adopted by the Board of Directors and/or the Executive Committee of the Board of Directors of the Company, and that the same is in full force and effect.

IN WITNESS THEREOF, I have executed this Certificate in my official capacity as of this 11<sup>th</sup> day of November, 2013.

  
Michelle M. Ragland, Secretary

[CORPORATE SEAL]

## **Non-Public Works Bid Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **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.**

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF NEW YORK

PARISH/COUNTY OF CHENANGO

BEFORE ME, the undersigned authority, personally came and appeared: TED  
ZAPARZYNSKI, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized INSIDE SALES MGR. of KENNEDY VALUE (Entity),  
the party who submitted a bid in response to Bid Number 50-00111997, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Debt Disclosures

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

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

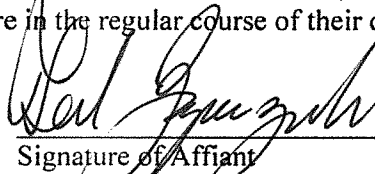
**Choice B** X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

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

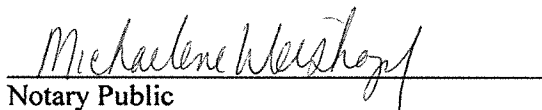
*[The remainder of this page is intentionally left blank.]*

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.

  
Signature of Affiant

TED ZAPORZYNski  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 16<sup>th</sup> DAY OF December, 2014.

  
Notary Public

Michaelene Weiskopf  
Printed Name of Notary

01WE6110209  
Notary/Bar Roll Number

My commission expires May 24, 2016.

Michaelene Weiskopf  
Notary Public, State of New York  
Appointed for County of Chemung  
No. 01WE6110209  
My Commission Expires May 24, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
MCGRIFF, SEIBELS & WILLIAMS, INC.  
P.O. Box 10265  
Birmingham, AL 35202

**CONTACT**  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL:  
ADDRESS:

800-476-2211

**FAX**  
(A/C, No):

## INSURER(S) AFFORDING COVERAGE

**NAIC #**

INSURER A : Lexington Insurance Company

19437

INSURER B : ACE American Insurance Company

22667

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**  
Kennedy Valve Company, A Division of McWane, Inc.  
1021 East Water Street  
Elmira, NY 14901  
USA

## COVERAGES

**CERTIFICATE NUMBER:** 43A4NT8V

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1mil <input checked="" type="checkbox"/> Products Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		013136040	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insd-Phys Damage		ISAH08723047	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Excess WC: WCUC47325602 (\$500,000) Deductible WC: WLRC47325523 (Deductible: \$500,000) Wisconsin Retro: SCFC47325500 (Retained Amount: \$500,000)	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Available coverage is limited to the limits of coverage specified above.  
Bid # 50-00111997 one time purchase of a quantity of fire hydrants

## CERTIFICATE HOLDER

The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council  
Jefferson Parish Government Bldg.  
200 Derbigny Street  
Suite 4400  
Gretna, LA 70053

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul B. Liosiel*

DATE: 12/03/2014

INVITATION TO BID  
THIS IS NOT AN ORDER

BID NO.: 50-00111997

**JEFFERSON PARISH**

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

Page: 1

BUYER: DNelson@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053 UNTIL 2:00 PM, 12/18/2014 AND PUBLICLY OPENED THEREAFTER.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**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 OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Forms to register may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

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 and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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. 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.

All formal Addenda require written acknowledgement 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 bid to next lowest responsive and responsible bidder in this event.

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. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

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

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.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. 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. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

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 days.

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"

B. 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.

C. 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 anytime 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.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-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 Parish taxes. The price quoted for work shall be stated in figures. 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.

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 A17.1-1991).



E. RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

F. POSTING OF BIDS: A listing of bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA and will remain posted until close of respective bids.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**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. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy 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 by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

**10, 13, 15**

1. All bidders must attend the pre-bid conference in relation to this bid; attendance is mandatory. Failure to attend will prohibit a company from submitting a bid. Vendors arriving after the mandatory pre-bid conference begins will not be allowed to sign in as evidence of attendance.
2. 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. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. 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 Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the 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. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. 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. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. 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. Acceptable forms shall be limited to cashier's check, certified check, money order, or surety bid bond. If submitting bid online, vendors must submit bond through respective online clearinghouse bond management system as indicated in the Electronic Procurement system.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. 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. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON-PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.

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 Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_

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

4-6 weeks

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

**THIS SECTION MUST BE COMPLETED BY BIDDER:**FIRM NAME: HD Supply WaterworksADDRESS: 11323 Cloverland AveCITY, STATE: Baton Rouge, LA ZIP: 70809TELEPHONE: 504 460-9845 FAX: 225 756-4144EMAIL ADDRESS: lisa.cliburn@hdsupply.com

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

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 54,120<sup>00</sup>AUTHORIZED SIGNATURE: [Signature]TITLE: BRANCH MANAGERBRETT STAFFORD

Printed Name

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.

DATE: 12/03/2014

## INVITATION TO BID FROM JEFFERSON PARISH - continued

Page 6

BID NO.: 50-00111997

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	6.00	EA	ONE (1) TIME PURCHASE OF A QUANTITY OF FIRE HYDRANTS FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS  0010-HYDRANT, 5-1/4 INCH BY 3 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, SUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031410C	1,670 <sup>00</sup>	10,020 <sup>00</sup>
2	6.00	EA	0020-HYDRANT, 5-1/4 INCH BY 4 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	1,750 <sup>00</sup>	10,500 <sup>00</sup>
3	6.00	EA	0030-HYDRANT, 5-1/4 INCH BY 4-1/2 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	1,790 <sup>00</sup>	10,740 <sup>00</sup>
4	3.00	EA	0040-HYDRANT, 5-1/4 INCH BY 5-1/2 FEET, COMPLETE WITH MJ SHOE, 3 WAY TYPE, NEW  ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031418D	1,875 <sup>00</sup>	5,625 <sup>00</sup>
5	9.00	EA	0050-HYDRANT, 5-1/4 INCH BY 6 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE, NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031419C	1,915 <sup>00</sup>	17,235 <sup>00</sup>
Quoting Mueller Hydrants.					

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## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- 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.

*Instruction sheet may be omitted when submitting the affidavit*

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## INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

*Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.*

### **1. WORKER'S COMPENSATION INSURANCE**

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

### **2. COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### **3. COMPREHENSIVE 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.

## **DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

## **UMBRELLA LIABILITY COVERAGE**

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

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### **CONSTRUCTION AND RENOVATION PROJECTS:**

Unless otherwise specified in the bid, these additional insurance is required. 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.

### **NOTE for CERTIFICATE HOLDER:**

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

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

\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized representative of HD Supply (Entity), the party who submitted a bid in response to Bid Number 500011197, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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



Debt Disclosures

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

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

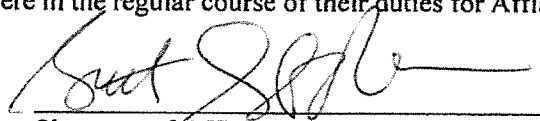
Choice B X There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

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

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

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.



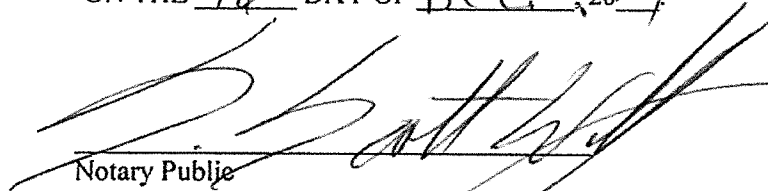
Signature of Affiant

Brett Staflord

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 16<sup>th</sup> DAY OF Dec., 2014



Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires \_\_\_\_\_.

S. Scott Wilfong  
LA Notary Public # 82151  
Commission Does Not Expire

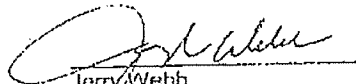
CERTIFICATE OF AUTHORITY  
(Branch Managers/District Managers)

Name of Company: HD Supply Waterworks, Ltd., a Florida limited partnership  
Reference: Contracts, Bids and Related Matters  
Date: January 31, 2008

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of HD Supply GP & Management, Inc., a Delaware corporation and the general partner of HD Supply Waterworks, Ltd., a Florida limited partnership; as the general partner, HD Supply GP & Management, Inc. is authorized to sign on behalf of HD Supply Waterworks, Ltd. As an Officer, I am authorized to make and deliver this certificate. I do hereby designate each of the Branch Managers and District Managers of HD Supply Waterworks, Ltd. as my designees, and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all bids and offers for furnishing materials and/or services, including related non-disclosure agreements, supply agreements, distributor agreements, purchase orders and similar agreements, provided that the annualized bid or contract price is not in excess of \$400,000 (the "Documents"), and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the company.

The authorization hereunder is effective as of the date hereof, and shall continue until the earlier of the undersigned's revocation of such authorization in writing, or the last date of the applicable employee's employment with the company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 4<sup>th</sup> day of FEBRUARY, 2008.

  
Jerry Webb  
President - HD Supply Waterworks

**HD SUPPLY GP & MANAGEMENT, INC.  
UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS IN LIEU OF MEETING**

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all the members of the Board of Directors of HD Supply GP & Management, Inc., a Delaware corporation (the "Corporation"), do hereby consent to and take the following action, and adopt the following resolution:

RESOLVED, that the following persons are hereby elected to serve in accordance with the bylaws as the officers of the Corporation in the offices designated below, to serve until their successors are duly elected and qualified or until their earlier resignation or removal:

Joseph J. DeAngelo, Chief Executive Officer  
Ricardo Núñez, Vice President and Secretary  
Vidya Chauhan, Vice President and Treasurer  
Paul E. Iadecosa, Vice President  
Frank Garcia, President, HD Supply Plumbing/HVAC  
Amitava Bose, Vice President, HD Supply Plumbing/HVAC  
Wetteny Joseph, Vice President, HD Supply Plumbing/HVAC  
Steve Margolius, President, HD Supply Electrical  
David Gliner, Controller, HD Supply Electrical  
Kelly Shaw, Vice President, HD Supply Electrical  
Anesa Chaibi, President, HD Supply Facilities Maintenance  
Brett Brown, Vice President, HD Supply Facilities Maintenance  
Robin Sochl, Vice President, HD Supply Facilities Maintenance  
Rick McClure, President, HD Supply Utilities  
Alan Johansen, Vice President, HD Supply Utilities  
Jennifer York, Vice President, HD Supply Utilities  
Jerry Webb, President, HD Supply Waterworks  
Darrin Anderson, Vice President, HD Supply Waterworks  
Philip W. Keipp, Vice President, HD Supply Waterworks  
Brian Elter, President, HD Supply Construction Supply  
Jon Michael Adinolfi, Vice President, HD Supply Construction Supply  
Jeff Gore, Vice President, HD Supply Construction Supply  
Micahel L. Stanwood, President, HD Supply Industrial PVF  
Rob Broyles, Vice President, HD Supply Industrial PVF  
Larry Feld, Vice President, HD Supply Industrial PVF  
Jeff LeGrand, Vice President, HD Supply Industrial PVF  
Steve LeClair, President, IID Supply Lumber & Building Materials  
Blasé Grady, Vice President, IID Supply Lumber & Building Materials  
Steve Herron, Vice President, IID Supply Lumber & Building Materials  
Mary O'Hara, Vice President, IID Supply Lumber & Building Materials  
Rich Fiechter, President, IID Supply Repair & Remodel

HD Supply GP & Management, Inc.

Scott Riggs, Vice President, HD Supply Repair & Remodel  
Jody Porter, Vice President, HD Supply Repair & Remodel  
Tom Lazzaro, President, HD Builder Solutions Group  
David Mekus, Vice President, HD Builder Solutions Group  
Lee Robinson, Vice President, HD Builder Solutions Group  
John Tisera, President, HD Supply Distribution Services  
Brent Soderstrom, Vice President, HD Supply Distribution Services  
Pat Burke, Vice President, HD Supply Distribution Services  
Matthew Thullen, Assistant Secretary  
James Aiken, Assistant Secretary  
Sharla Barlow, Assistant Secretary  
Ken Veneziano, Assistant Secretary  
Leo Cook, Assistant Secretary  
Carl Gillert, Assistant Treasurer  
Brad Ankerholz, Assistant Treasurer

FURTHER RESOLVED, that any one of the following: the President, any Vice President, the Treasurer or any Assistant Treasurer, acting jointly with any of the following: the Secretary or any Assistant Secretary, be and they hereby are authorized:

- (i) to open, maintain and close bank accounts in the name of the Corporation with depositories within and without the United States of America;
- (ii) to endorse checks, notes, bills, drafts, transfers of money, certificates of deposit or exchange and other obligations for deposit;
- (iii) to invest in short term investments on behalf of the Corporation and in its name;
- (iv) to sign checks, drafts, bills of exchange, notes and other orders for the payment of money of the Corporation;
- (v) to guarantee on behalf of the Corporation and in its name any borrowings by the extensions of credit to any subsidiary of the Corporation;
- (vi) to authorize banks or depositories to electronically transfer funds on behalf of the Corporation;
- (vii) to waive presentment, demand, protest and notice of protest or dishonor of any check(s), instrument(s), draft(s), acceptance(s) or other evidences of indebtedness made, drawn or endorsed by the Corporation;
- (viii) to enter into agreements on behalf of the Corporation including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, foreign currency exchanges or other treasury management services agreements

- (ix) to designate such person or persons as they may select as authorized signers to exercise any of the foregoing powers, other than the opening of bank or custody accounts, and for such purpose to execute powers of attorney on behalf of the Corporation, with or without specifying conditions or limitations on the exercise of such delegated power; and
- (x) to amend, revoke, or terminate any designation made pursuant to the authority contained in the resolutions stated above.


FURTHER RESOLVED, that effective immediately, any and all banks or depositories in which the funds of the Corporation may be deposited are hereby authorized to pay all checks drawn against any of its accounts bearing the facsimile signature of any person or persons designated to sign same by the Corporation, regardless of by whom or by what means the purported facsimile signature or signatures thereon may have been affixed thereto. Such facsimile signature or signatures must resemble the facsimile specimens filed with the bank from time to time by the authorized officer or officers of the Corporation.

FURTHER RESOLVED, that the appropriate officers of the Corporation are hereby authorized to do all acts and things and to sign, seal, execute, acknowledge, file, record and deliver all papers, instruments, documents and certificates from time to time necessary or desirable or appropriate to be done, signed, sealed, executed, filed, acknowledged, delivered or recorded in order to carry out the intent and purpose of the foregoing resolutions and the obligations under the documents referred to therein.

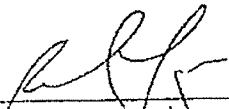
FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Corporation shall, from time to time hereafter, as changes occur in the personnel of said offices, positions, officers, representatives and/or employees, of this Corporation named or described in the foregoing Resolutions may immediately certify such changes to the banks. The banks shall be fully protected in relying upon such certifications resulting from, or growing out of, honoring the signature of any officer(s), representative(s), agent(s), or employee(s) so certified, or refusing to honor any signature not so certified which is not described or stated in the foregoing Resolutions.

IN WITNESS WHEREOF, the undersigned have executed this written consent effective as of the latest date set forth below.


**DIRECTORS:**

  
\_\_\_\_\_  
Joseph J. DeAngelo

Dated: 8/30/07

  
\_\_\_\_\_  
Ricardo Núñez

Dated: 8/30/07

  
\_\_\_\_\_  
Vidya Chauhan

Dated: 8/30/07

CERTIFICATE OF INCORPORATION  
OF  
HD SUPPLY, INC.

FIRST: The name of the corporation is HD Supply, Inc. (the "Corporation").

SECOND: The Corporation's registered office in the State of Delaware is at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, 19904. The name of its registered agent at such address is National Registered Agents, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (as amended from time to time, the "DGCL").

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 1,000 shares of common stock with a par value of \$0.01 per share.

FIFTH: The name and mailing address of the incorporator is as follows:

Ricardo Nunez  
c/o HD Supply, Inc.  
3100 Cumberland Blvd.  
Suite 1480  
Atlanta, Georgia 30339

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for the purpose of creating, defining, limiting and regulating the powers of the Corporation and its directors and stockholders:

(a) The number of directors of the Corporation shall be fixed and may be altered from time to time in the manner provided in the By-Laws, and vacancies in the Board of Directors and newly created directorships resulting from any increase in the authorized number of directors may be filled, and directors may be removed, as provided in the By-Laws.

(b) Unless otherwise provided in the By-Laws, the election of directors need not be by written ballot.

(c) All corporate powers and authority of the Corporation (except as at the time otherwise provided by law, by this Certificate of Incorporation or by the By-Laws) shall be vested in and exercised by the Board of Directors.

(d) In furtherance of, and not in limitation of, the powers conferred by law, the Board of Directors is expressly authorized to make, adopt, amend, alter



CERTIFICATE OF INCORPORATION OF HD SUPPLY, INC.

or repeal the By-Laws of the Corporation, without the assent or vote of the stockholders.

(e) To the fullest extent permitted by the DGCL, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended after the date of the filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL. No repeal or modification of this Article SIXTH, Section (e) by the stockholders shall adversely affect any right or protection of a director of the Corporation existing by virtue of this Article SIXTH, Section (e) at the time of such repeal or modification.

(f) To the fullest extent permitted by the DGCL, the Corporation shall indemnify and advance expenses to the directors of the Corporation, provided that, except as otherwise provided in the By-Laws, the Corporation shall not be obligated hereunder to indemnify or advance expenses to a director of the Corporation in respect of an action, suit or proceeding (or part thereof) instituted by such director, unless such action, suit or proceeding (or part thereof) has been authorized in the first instance by the Board of Directors. The rights provided by this Article SIXTH, Section (f) shall not limit or exclude any rights, indemnities or limitations of liability to which any director of the Corporation may be entitled, whether as a matter of law, under the By-Laws, by agreement, vote of the stockholders, approval of the directors of the Corporation or otherwise.

SEVENTH: To the fullest extent permitted by Section 122(17) of the DGCL and except as may be otherwise expressly agreed in writing by the Corporation and any of Bain Capital Integral Investors 2006, LLC, Carlyle Partners V, L.P., Carlyle Partners V-A, L.P., CP V Coinvestment A, L.P., CP V Coinvestment B, L.P., Clayton, Dubilier & Rice Fund VII, L.P., CD&R Parallel Fund VII, L.P., Clayton, Dubilier & Rice Fund VII (Co-Investment), L.P. and their respective affiliates (each, a "Sponsor") and The Home Depot, Inc. and its affiliates ("THD" and each of the Sponsors and THD, an "Investor") with respect to such Investor, the Corporation, on behalf of itself and its subsidiaries, renounces and waives any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, directly or indirectly, any potential transactions, matters or business opportunities (including, without limitation, any business activities or lines of business that are the same as or similar to those pursued by, or competitive with, the Corporation or any of its subsidiaries or any dealings with customers or clients of the Corporation or any of its subsidiaries) and, that are from time to time presented to any of the Investors or any of their respective officers, directors, agents, stockholders, members, partners, affiliates and subsidiaries (other than the Corporation and its subsidiaries), even if the transaction, matter or opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so and no such person shall be liable to the Corporation or any of its subsidiaries or affiliates for breach of any fiduciary or other duty, as a director or officer or otherwise,

CERTIFICATE OF INCORPORATION OF HD SUPPLY, INC.

by reason of the fact that such person pursues, acquires or participates in such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Any person purchasing or otherwise acquiring any interest in any shares of stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article SEVENTH. Neither the alteration, amendment or repeal of this Article SEVENTH nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article SEVENTH shall eliminate or reduce the effect of this Article SEVENTH in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Article SEVENTH, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

EIGHTH: The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights herein conferred upon stockholders or directors are the subject to this reservation.

NINTH: This Certificate of Incorporation shall be effective at 5:00 p.m. Eastern Daylight Time on August 31, 2007.

*[Remainder of the page Intentionally left blank]*

IN WITNESS WHEREOF, the undersigned incorporator of the Corporation has executed this Certificate of Incorporation on the 31st day of August, 2007.

/s/ Ricardo Nunez

Ricardo Nunez



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30305 Attn: HDSupply.certrequest@marsh.com or fax 212.948.1142 775978-HD-GAWX-13-14	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Illinois National Insurance Company	
	<b>INSURER B:</b> New Hampshire Ins Company	
	<b>INSURER C:</b> N/A	
	<b>INSURER D:</b> National Union Fire Ins Co Pittsburgh PA	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

COVERAGES      CERTIFICATE NUMBER: ATL-003292695-02      REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSURER WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY		GL 5302603	08/30/2013	08/30/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 50,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY		CA 6403848 (AOS)	08/30/2013	08/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO		CA 6403849 (MA)	08/30/2013	08/30/2014	BODILY INJURY (Per person) \$
D	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	CA 6403850 (VA)	08/30/2013	08/30/2014	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Self Insured Phy Dmg \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 079331602 (AOS)	08/30/2013	08/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N	WC 079331603 (CA)	08/30/2013	08/30/2014	E.L. EACH ACCIDENT \$ 1,000,000
A		N/A	WC 079331604 (FL)	08/30/2013	08/30/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		WC 079331608 (MA, WI & MONO EL)	08/30/2013	08/30/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LAKE CHARLES IS INCLUDED AS AN ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

## CERTIFICATE HOLDER

CITY OF LAKE CHARLES  
326 PUJO STREET  
LAKE CHARLES, LA 70601

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

### **Workers Compensation Carriers Continued:**

Carrier: New Hampshire Insurance Company  
 Policy #: WC 079331605  
 Effective Dates: 08/30/2013 - 08/30/2014  
 Workers Compensation Limits: Statutory  
 EL Each Accident - \$1,000,000  
 EL Disease - Policy Limit - \$1,000,000  
 EL Disease - Each Employee - \$1,000,000  
 States Covered: AK, AZ, GA, VA

Carrier: New Hampshire Insurance Company  
 Policy #: WC 079331606  
 Effective Dates: 08/30/2013 - 08/30/2014  
 Workers Compensation Limits: Statutory  
 EL Each Accident - \$1,000,000  
 EL Disease - Policy Limit - \$1,000,000  
 EL Disease - Each Employee - \$1,000,000  
 States Covered: IL, KY, NC, NH, UT, VT

Carrier: New Hampshire Insurance Company  
 Policy #: WC 079331607  
 Effective Dates: 08/30/2013 - 08/30/2014  
 Workers Compensation Limits: Statutory  
 EL Each Accident - \$1,000,000  
 EL Disease - Policy Limit - \$1,000,000  
 EL Disease - Each Employee - \$1,000,000  
 States Covered: NJ, PA

### **\*\*\*HD SUPPLY INSUREDS\*\*\***

#### **HD Supply, Inc. Entity List**

HDS Holding Corporation  
 HD Supply, Inc.  
 HD Supply Holdings, LLC  
 HD Supply GP & Management, Inc.  
 HD Supply Management, Inc.  
 HD Supply Support Services, Inc.  
 Bratascio Holdings II, Inc.  
 Bratascio Holdings, Inc.  
 LBM Holdings, LLC.  
 Creative Touch Interiors, Inc.  
 HD Supply Interior Solutions  
 HD Supply Canada Inc.  
 HD Supply Industrial Solutions

AGENCY CUSTOMER ID: 775978

LOC #: Atlanta



# **ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD Supply Charitable Fund, Inc.  
 HD Supply Construction Supply Group, Inc.  
 HD Supply Construction Supply, Ltd.  
     HD Supply Construction & Industrial  
 HD Supply Distribution Services, LLC  
     HD Supply Hardware Solutions  
 HD Supply Facilities Maintenance Group, Inc.  
 HD Supply Facilities Maintenance, Ltd.  
     HD Supply Facilities Maintenance  
     HD Supply Multifamily Solutions  
     HD Supply Maintenance Solutions  
     HD Supply Hospitality Solutions  
     HD Supply Healthcare Solutions  
     HD Supply Government Solutions  
 HDS Power Solutions, Inc.  
 HD Supply Power Solutions Group, Inc.  
 HD Supply Repair & Remodel, LLC  
 HD Supply Home Improvement Solutions  
     Contractor's Warehouse  
 HD Supply Utilities Group, Inc.  
 HD Supply Power Solutions, Ltd.  
     HD Supply Power Solutions  
 HD Supply Waterworks Group, Inc.  
 HD Supply Waterworks, Ltd.  
     HD Supply Waterworks  
     HD Supply Fire Protection  
     HD Supply Fusible Piping  
 HD Builder Solutions Group, LLC  
 HDS IP Holding, LLC  
 HSI IP, Inc.  
 HD Supply Panama, S.A.  
 NHDSA LLC  
 NHDSA Holding, LLC  
 ProValue, LLC  
 White Cap Construction Supply, Inc.  
 HD Supply International Holdings, Inc.  
 HD Supply International Holdings II, LLC  
 HD Supply (Hong Kong) Limited  
 HD Supply India Private Limited  
 HD Supply (Shenzhen) Company Limited  
 Pro Canadian Holdings I, LLC  
 Solbelt Supply Southwest, S.A. de C.V.  
 HD Supply FM Services, LLC

DATE: 12/03/2014

INVITATION TO BID  
THIS IS NOT AN ORDER

BID NO.: 50-00111997

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

Page: 1

BUYER: DNelson@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 12/18/2014 AND PUBLICLY OPENED THEREAFTER.

**LATE BIDS WILL NOT BE ACCEPTED**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**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 OR SIGNATURES SHALL RESULT IN BID REJECTION.**

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**  
**THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Forms to register may be downloaded from [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

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 and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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. 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.

All formal Addenda require written acknowledgement 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 bid to next lowest responsive and responsible bidder in this event.

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. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

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

DATE: 12/03/2014

BID NO.: 50-00111997

Page: 2

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.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. 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. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

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 days.

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"

B. 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.

C. 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 anytime 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.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-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 Parish taxes. The price quoted for work shall be stated in figures. 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.

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).



DATE: 12/03/2014

BID NO.: 50-00111997

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

E. RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

F. POSTING OF BIDS: A listing of bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA and will remain posted until close of respective bids.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

### 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. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy 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 by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

### ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

10, 13, 15

1. All bidders must attend the pre-bid conference in relation to this bid; attendance is mandatory. Failure to attend will prohibit a company from submitting a bid. Vendors arriving after the mandatory pre-bid conference begins will not be allowed to sign in as evidence of attendance.
2. 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. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. 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 Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the 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. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. 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. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. 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. Acceptable forms shall be limited to cashier's check, certified check, money order, or surety bid bond. If submitting bid online, vendors must submit bond through respective online clearinghouse bond management system as indicated in the Electronic Procurement system.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. 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. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON-PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.

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 Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 12/03/2014

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BID NO.: 50-00111997

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

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ☒

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_.

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

December

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

### THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Ferguson Enterprises  
DBA Louisiana Utilities Supply  
901 S Labarre Rd, Suite 206  
ADDRESS: Metairie LA 70001

CITY, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: 504-834-1106 FAX: 504-831-4179

EMAIL ADDRESS: Cathy.McCarthy@ferguson.com

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

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 50,982.<sup>00</sup>

AUTHORIZED SIGNATURE: Cathy A. McCarthy Cathy A. McCarthy  
TITLE: Salesperson Printed Name

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

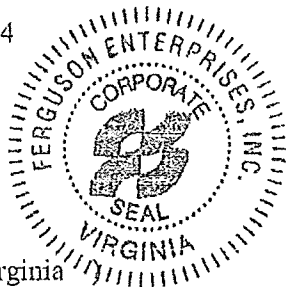
NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

SECRETARIAL CERTIFICATE  
OF  
AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities in the State of Louisiana are doing business as Ferguson Enterprises, Inc., d/b/a Louisiana Utilities Supply Company and ii) Cathy McCarthy is the Outside Salesperson of the Baton Rouge, Louisiana area and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2014, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Cathy McCarthy as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2015.

Dated: August 4, 2014


FERGUSON ENTERPRISES, INC.



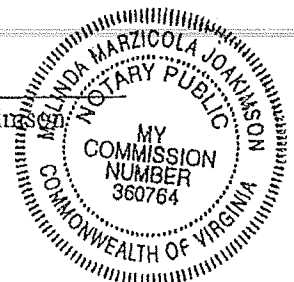
By:   
David N. Meeker, Assistant Secretary

Commonwealth of Virginia )  
City of Newport News )

Sworn to subscribed and acknowledged before me this 18<sup>th</sup> day of August, 2014, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation.

  
Notary – Melinda Marzicola Joakims

My commission expires: August 31, 2017



DATE: 12/03/2014

## INVITATION TO BID FROM JEFFERSON PARISH - continued

Page 6

BID NO.: 50-00111997

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	6.00	EA	ONE (1) TIME PURCHASE OF A QUANTITY OF FIRE HYDRANTS FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS  0010-HYDRANT, 5-1/4 INCH BY 3 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, SUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031410C	1557. <sup>00</sup>	9342. <sup>00</sup>
2	6.00	EA	0020-HYDRANT, 5-1/4 INCH BY 4 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	1650. <sup>00</sup>	9900. <sup>00</sup>
3	6.00	EA	0030-HYDRANT, 5-1/4 INCH BY 4-1/2 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE,  NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031417D	1700. <sup>00</sup>	10,200. <sup>00</sup>
4	3.00	EA	0040-HYDRANT, 5-1/4 INCH BY 5-1/2 FEET, COMPLETE WITH MJ SHOE, 3 WAY TYPE, NEW  ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031418D	1780. <sup>00</sup>	5340. <sup>00</sup>
5	9.00	EA	0050-HYDRANT, 5-1/4 INCH BY 6 FEET, COMPLETE WITH FLANGED SHOE, 3 WAY TYPE, NEW ORLEANS THREAD, OPEN RIGHT, COLD ROLLED STEEL STEM, DUCTILE BREAKAWAY COUPLING, PAINTED SILVER, KENNEDY NUMBER K81D SK NUMBER 00-031419C	1800. <sup>00</sup>	16,200. <sup>00</sup>

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## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- 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.

*Instruction sheet may be omitted when submitting the affidavit*

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Non-Public Works Bid

AFFIDAVIT

STATE OF LA

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Cathy A. McCarthy, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Salesperson of Ferguson Enterprises, L.L.C. (Entity), the party who submitted a bid in response to Bid Number 506011997 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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



Debt Disclosures

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

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

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

Affiant further said:

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

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

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.

Cathy A. McCarthy  
Signature of Affiant

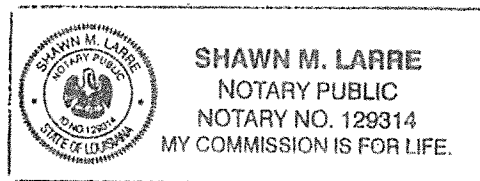
Cathy A. McCarthy  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 17<sup>th</sup> DAY OF December, 2014.

Shawn M. Larre  
Notary Public

SHAWN M. LARRE  
Printed Name of Notary

129314  
Notary/Bar Roll Number



My commission expires At Death.

## INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

*Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.*

### 1. WORKER'S COMPENSATION INSURANCE

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

### 2. COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### 3. COMPREHENSIVE 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.

## DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

## UMBRELLA LIABILITY COVERAGE

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

### **CONSTRUCTION AND RENOVATION PROJECTS:**

Unless otherwise specified in the bid, these additional insurance is required. 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.

### **NOTE for CERTIFICATE HOLDER:**

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

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