

RESPONDING VENDOR'S LIST FOR BID #50-00114845
PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA FOR
THE EAST BANK WATER TREATMENT PLANT

UNIFILT CORPORATION
ATTN: JULIE K. NOCERA
P O BOX 614
ELLWOOD CITY, PA 16117

JOHN H CARTER COMPANY, INC.
ATTN: ROBERT WAGNON
2728 N. ARNOULT ROAD
METAIRIE, LA 70002

ALL SERVICE CONTRACTING CORP.
ATTN: BECKY J. BURCHAM
2024 E. DAMON AVE.
DECATUR, IL 62526

S4 WATER SALES & SERVICE, LLC
ATTN: PAUL CASHION
290 CALBASTER RD., SUITE J
BOWLING GREEN, KY 42104

CARBON ENTERPRISES, INC. (CEI)
ATTN: RICK CIMINELLO
28205 SCIPPO CREEK ROAD
CIRCLEVILLE, OH 43113

CARBONFILT LLC
ATTN: EDWARD G. JENNINGS
20385 GRAZIE PLACE
VENICE, FL 34293

FILTCO FILTER MEDIA LLC
ATTN: MICHAEL LAVELLE
4924 HENICAN PLACE
METAIRIE, LA 70003-1116

(** = ESCALATION APPLIED)

ITEM DESCRIPTION	QUANTITY	U/M	REQUEST BY	REQUESTOR				
0010 FILTER SAND (IN 1 CU. FT. MULTI-VENDOR	6.000.0000	CFT	9/11/2015	Skelly				
	MODEL	BRAND/COMMENT		COMPARISON AMT	EXTENSION	SEL	REASON	
A/C SUPPLY INC	** NON-RESPONDING VENDOR **							
AIR-NU INCORPORATED	** NON-RESPONDING VENDOR **							
HATFIELD AND COMPANY	** NON-RESPONDING VENDOR **							
JOHN H CARTER CO				20.0200	120.120.0000	NO		
ERO INC	** NON-RESPONDING VENDOR **							
GULF STATES ENGINEERING	** NON-RESPONDING VENDOR **							
BLANK BID COPY VENDOR				.0000	.0000	NO		
GRAINGER	** NON-RESPONDING VENDOR **							
INDUSTRIAL FABRICS CORP	** NON-RESPONDING VENDOR **							
JOHNSTONE SUPPLY (KIPO LLC)	** NON-RESPONDING VENDOR **							
PIPE TECH INC	** NON-RESPONDING VENDOR **							
TRANE U S INC	** NON-RESPONDING VENDOR **							
UNIFILT CORPORATION				13.8820	83,292.0000	NO		
UNITED REFRIGERATION	** NON-RESPONDING VENDOR **							
APPLIED INDUSTRIAL TECH	** NON-RESPONDING VENDOR **							
S4 WATER SALES AND SERVICE LLC	BID REJECTED	DID NOT ACKNOWLEDGE ADD #1		6.7500	40.500.0000	NO	BidReject	
	BID REJECTED VENDOR DID NOT ACKNOWLEDGE ADDENDA #1							
FILTCO FILTER MEDIA LLC	BID REJECTED	DID NOT SUBMIT LINE ITEM		.0000	.0000	NO	BidReject	
	BID REJECTED - VENDOR DID NOT SUBMIT LINE ITEM PRICING FORM FROM OUR BID							
ALL SERVICE CONTRACTING CORP	BID REJECTED	DID NOT SUBMIT LINE ITEMS		.0000	.0000	NO	BidReject	
	BID REJECTED - VENDOR DID NOT SUBMIT LINE ITEM PRICING ON OUR BID FORM (SUBMITTED A LUMP SUM)							
CARBON ENTERPRISES INC	BID REJECTED	DID NOT ACK ADDENDA #1		12.3400	74,040.0000	NO	BidReject	
	BID IS REJECTED - VENDOR DID NOT ACKNOWLEDGE ADDENDA #1							
CARBONFILT LLC	BID REJECTED	VENDOR DID NOT ACK ADD #1		11.7100	70,260.0000	NO	BidReject	
	BID REJECTED VENDOR DID NOT ACKNOWLEDGE ADDENDA #1							
HIGH BID . :	20.0200	LOW BID . :	6.7500	AVERAGE BID:	12.9404			
0020 ANTHRACITE MEDIA-(IN 1 CU. FT. VENDOR	2.000.0000	CFT	9/11/2015	Skelly				
	MODEL	BRAND/COMMENT		COMPARISON AMT	EXTENSION	SEL	REASON	
A/C SUPPLY INC	** NON-RESPONDING VENDOR **							
AIR-NU INCORPORATED	** NON-RESPONDING VENDOR **							
HATFIELD AND COMPANY	** NON-RESPONDING VENDOR **							
JOHN H CARTER CO				39.6200	79,240.0000	NO		
ERO INC	** NON-RESPONDING VENDOR **							
GULF STATES ENGINEERING	** NON-RESPONDING VENDOR **							
BLANK BID COPY VENDOR				.0000	.0000	NO		
GRAINGER	** NON-RESPONDING VENDOR **							
INDUSTRIAL FABRICS CORP	** NON-RESPONDING VENDOR **							
JOHNSTONE SUPPLY (KIPO LLC)	** NON-RESPONDING VENDOR **							
PIPE TECH INC	** NON-RESPONDING VENDOR **							
TRANE U S INC	** NON-RESPONDING VENDOR **							
UNIFILT CORPORATION				13.9540	27,908.0000	NO		
UNITED REFRIGERATION	** NON-RESPONDING VENDOR **							
APPLIED INDUSTRIAL TECH	** NON-RESPONDING VENDOR **							
S4 WATER SALES AND SERVICE LLC	BID REJECTED			7.5000	15.000.0000	NO	BidReject	
	VENDOR ADDED LINE ITEM FOR FREIGHT \$23,390.00							
FILTCO FILTER MEDIA LLC	BID REJECTED			.0000	.0000	NO	BidReject	
	VENDOR QUOTED A TOTAL OF 115,145.00 INCLUDING SHIPPING . BUT DID NOT USE THE BID FORM -REJECTED							

Jefferson Parish FMS
DATE 11/18/15
TIME 15:57:15

F I N A N C I A L M A N A G E M E N T
BID ANALYSIS LISTING

PAGE 2
BQ0190
SDUFFY

BID: 50-00114845 PURCHASE OF SAND & ANTHRACITE FILTER

(** = ESCALATION APPLIED)

ITEM DESCRIPTION	QUANTITY	U/M	REQUEST BY	REQUESTOR		
=====						
ALL SERVICE CONTRACTING CORP	BID REJECTED				.0000	.0000 NO BidReject
CARBON ENTERPRISES INC	BID REJECTED				10.7000	21.400.0000 NO BidReject
CARBONFILT LLC	BID REJECTED				11.7900	23.580.0000 NO BidReject
HIGH BID . :	39.6200	LOW BID . :	7.5000	AVERAGE BID:	16.7128	

VENDOR TOTALS FOR BID:

VENDOR	BID AMOUNT	
JOHN H CARTER CO	199,360.0000	
BLANK BID COPY VENDOR	.0000	
UNIFILT CORPORATION	111,200.0000	
S4 WATER SALES AND SERVICE LLC	55,500.0000	BidReject
FILTCO FILTER MEDIA LLC	.0000	BidReject
ALL SERVICE CONTRACTING CORP	.0000	BidReject
CARBON ENTERPRISES INC	95,440.0000	BidReject
CARBONFILT LLC	93,840.0000	BidReject

TOTAL ITEMS ON BID : 2

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Unifilt Corporation

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
375 Johnson Street
City, state, and ZIP code
Wilkes Barre Township, PA 18702

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
2	5	-	1	3	2	2	4	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Julia K. Nocera* Date ▶ November 18, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SDuffy

From: Julie Nocera <jnocera@unifilt.com>
Sent: Wednesday, November 18, 2015 11:49 AM
To: SDuffy
Subject: RE: Bid #50-00114845 Sand and Anthracite Filter media
Attachments: w-9.pdf

Sorry about that see attached W-9.

From: SDuffy [<mailto:SDuffy@jeffparish.net>]
Sent: Wednesday, November 18, 2015 12:27 PM
To: jnocera@unifilt.com
Subject: Bid #50-00114845 Sand and Anthracite Filter media

Good morning,

We don't seem to have a W-9 for your firm; please complete the attached and email back to me.

Thank you,

*Ms. Sidney Duffy, Buyer II
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Suite 4400
Gretna, LA 70053
Phone: 504-364-2678 ext. 2682
Fax: 504-364-2693*

Please be advised any information provided to Jefferson Parish Government may be subject to disclosure under the Louisiana Public Records Law. Information contained in any correspondence, regardless of its source, may be a public record subject to public inspection and reproduction in accordance with the Louisiana Public Records Law, La. Rev. Stat. 44:1 et seq.

SDuffy

From: Julie Nocera <jnocera@unifilt.com>
To: SDuffy
Sent: Wednesday, November 18, 2015 11:49 AM
Subject: Read: Bid #50-00114845 Sand and Anthracite Filter media

Your message

To:
Subject: Read: Bid #50-00114845 Sand and Anthracite Filter media
Sent: Wednesday, November 18, 2015 11:49:37 AM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, November 18, 2015 11:49:14 AM (UTC-06:00) Central Time (US & Canada).

SDuffy

From: Microsoft Outlook
To: jnocera@unifilt.com
Sent: Wednesday, November 18, 2015 11:27 AM
Subject: Relayed: Bid #50-00114845 Sand and Anthracite Filter media

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jnocera@unifilt.com (jnocera@unifilt.com)

Subject: Bid #50-00114845 Sand and Anthracite Filter media

SDuffy

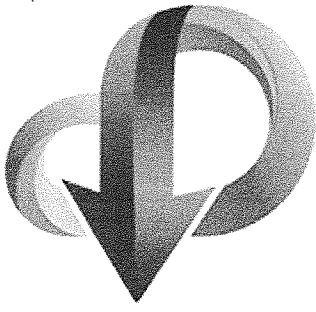
From: SDuffy
Sent: Wednesday, November 18, 2015 11:27 AM
To: jnocera@unifilt.com
Subject: Bid #50-00114845 Sand and Anthracite Filter media
Attachments: fw9.pdf

Good morning,

We don't seem to have a W-9 for your firm; please complete the attached and email back to me.

Thank you,

*Ms. Sidney Duffy, Buyer II
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Suite 4400
Gretna, LA 70053
Phone: 504-364-2678 ext. 2682
Fax: 504-364-2693*



CENTRALBIDDING

FROM CENTRAL AUCTION HOUSE

Central Bidding Time: Tue November 17, 2015 2:10:45 PM GMT-6

Welcome to Central Bidding, **SDUFFY** - You are Logged-in - Log Out

Place a Bid for 5000114845 PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA

Please enter your best bid proposal for this project

Louisiana Contractor ID#

Enter all information required on the outside of the sealed envelope in the box below

Sealed Bid - Bid No. 50-00114845
Purchase of Sand and Anthracite Filter Media
Bid Date: November 17, 2015 at 2 pm

[Check Spelling](#)

Bid Bond #

N/A

Jefferson Parish Vendor #:

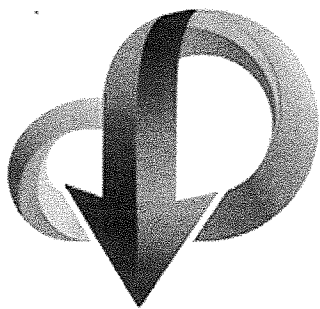
0

Upload Attachment(s)

[Upload a file](#)

Click the Upload button in order to upload bid related documents





CENTRALBIDDING

FROM CENTRAL AUCTION HOUSE

Central Bidding Time: Tue November 17, 2015 2:09:52 PM GMT-6

Welcome to Central Bidding, **SDUFFY** - You are Logged-in - Log Out

Location:	Ellwood City > Pennsylvania > USA
Name:	JULIE NOCERA
Email:	jnocera@unifilt.com
Address:	PO Box 614
Zip code:	16117
Contact number:	7247583833
Official Company/Business Name:	Unifilt Corporation
Are you registered with the State of Louisiana as a Disadvantaged Business Enterprise (DBE)?:	No
Is your company owned by a female?:	No
Is your company owned by a minority?:	No
Louisiana Contractor ID#:	
NIGP Codes: (Commodity code categories)	-

Where To?



Main Menu





**JEFFERSON PARISH
DEPARTMENT OF PURCHASING**

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

November 4, 2015

ADDENDUM #1

Bid No.: 50-00114845

Bid Opening Date: November 17, 2015

For: Purchase of Sand and Anthracite Filter Media for the Jefferson Parish Department of Public Works, East Bank Water Treatment Plant.

CLARIFICATION and REVISION: This addendum hereby revises and replaces the original bid form and is attached hereto. Bidders must submit this revised bid form with their submission. Failure to do so will result in bid rejection.

Instruction #15 stated: *Non-Collusion Affidavit and Campaign Contribution affidavit (NON PUBLIC WORKS AFFIDAVIT) must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department*

Revision:

Instruction #15 Now States: *Non-Collusion Affidavit and Campaign Contribution Affidavit (NON PUBLIC WORKS AFFIDAVIT) must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department.*

Clarification: With Bid Submission has been removed as this is a ten day document.

REMOVE THE EXISTING PAGES NAMED "INVITATION TO BID" PAGES 1 – 5; AND REPLACE WITH THE ATTACHED PAGES:

NAMED "INVITATION TO BID" PAGES 1 – 5 ADDENDA #1

Bid due date remains: November 17, 2015 at 2:00 p.m.

Sincerely,

Sidney Duffy

Sidney Duffy, Buyer II
Jefferson Parish Purchasing Department



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

Bidders MUST acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

DATE: 11/04/2015

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00114845
ADDENDA #1

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

BUYER: SDuffy@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, 11/17/2015 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 be in 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. Registration forms may be downloaded from 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: 11/04/2015

BID NO.: 50-00114845

Page: 2

ADDENDA #1

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

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(B)(5). 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(B)(5). 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: 11/04/2015

BID NO.: 50-00114845

ADDENDA #1

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

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.

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.
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.

DATE: 11/04/2015

BID NO.: 50-00114845

ADDENDA #1

Page: 4

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight 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 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.
16. Since a bid surety is required, bid response may not be faxed. Bid submission will only be accepted online or as delivered to the Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053 by 11am on the bid due date. All sureties must be in original format (no copies).

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: 11/04/2015

Page: 5

BID NO.: 50-00114845
ADDENDA #1

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 X NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF February 29, 2016

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 ARO

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

N/A

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Unifilt Corporation

ADDRESS: PO Box 614

CITY, STATE: Ellwood City, PA ZIP: 16117

TELEPHONE: (800) 223-2882 FAX: (724) 758-3870

EMAIL ADDRESS: nocera@unifilt.com

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

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

AUTHORIZED SIGNATURE: Julie K. Nocera

TITLE: VO of Sales

Julie K. Nocera

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.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00114845

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	6,000.00	CFT	<p>PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA FOR THE EAST BANK WATER TREATMENT PLANT</p> <p>0010 FILTER SAND (IN 1 CU. FT. MULTI Paper WALLED BAGS) EFFECTIVE SIZE 0.45-0.55 MM JKV</p> <p>WATER DEPT.-EB WATER PLANT-MERVIN GRAVES</p>	\$13.882/cf	\$83,292.00
2	2,000.00	CFT	<p>0020 ANTHRACITE MEDIA-(IN 1 CU. FT. MULTI WALLED BAGS) EFFECTIVE SIZE Polyethylene 0.95-1.05 MM JKV</p> <p>PLEASE DELIVER TO:</p> <p>JEFFERSON PARISH E.B. WATER PLANT 3600 JEFFERSON HWY., BLDG. D JEFFERSON, LA 70121</p> <p>ATTN: MERVIN GRAVES 504-838-4398</p>	\$13.954/cf	\$27,908.00

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
UNIFIL
INCORPORATED.

AT THE MEETING OF DIRECTORS OF UNIFIL
INCORPORATED, DULY NOTICED AND HELD ON NOVEMBER 1, 2007,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT JULIE K NOCERA, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.



SECRETARY-TREASURER

November 6, 2007

DATE

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 Pennsylvania

PARISH/COUNTY OF Beaver

BEFORE ME, the undersigned authority, personally came and appeared: Julie K
Nocera, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized VP of Sales of Unifit Corp (Entity),
the party who submitted a bid in response to Bid Number 50-0014845, 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 Y 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.

Julie K. Nocera
Signature of Affiant

Commonwealth of Pennsylvania
County of Lawrence

Julie K. Nocera
Printed Name of Affiant

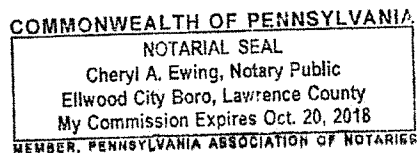
SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 17th DAY OF November, 2015.

Cheryl A. Ewing
Notary Public

CHERYL A Ewing
Printed Name of Notary

1228377
Notary/Bar Roll Number

My commission expires October 20, 2018





Bid Number 50 -00114845

**PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA FOR THE EAST
BANK WATER TREATMENT PLANT**

BID DUE: NOVEMBER 17, 2015 AT 2:00 P.M.

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Ms. Sidney Duffy, Buyer II
Buyer Email: sduffy@jeffparish.net
Buyer Phone: 504-364-2682**

Filter Media Bid Specifications

Sand and anthracite filter media for the East Bank Water Treatment Plant shall be packaged in 1 cubic foot multi-walled bags which have been neatly palletized and shrink-wrapped. Sand and anthracite shall be completely free from mica, dust, dirt and foreign substances of any kind. All deliveries shall be made freight prepaid in full truckload quantities of approximately 20 tons to East Jefferson Waterworks, 3600 Jefferson Hwy, Jefferson, LA 70121.

Specifications

All material shall meet or exceed the standards of the latest revision of AWWA standard B100 (AWWA Standard for Filtering Material). The manufacturer shall provide an affidavit of compliance stating that the filter materials furnished meet this specification, is certified for use in the treatment of drinking water, and complies with AWWA standard B100. In addition, all media supplied must meet NSF Standard 61 and the processing facility for each media type supplied must be listed in the latest edition of NSF - Drinking Water Additives or UL - Drinking Water System Components, Component Materials and Treatment Additives.

Filter Sand:

- Effective Size: 0.45 - 0.55 mm
- Uniformity Coefficient: 1.4 maximum
- Specific gravity: 2.5 minimum
- Not more than 0.2 percent by weight shall be smaller than 0.2 mm
- Not more than 1.0 percent by weight shall be smaller than 0.25 mm
- At least 90 percent by weight shall be smaller than 0.8 mm
- At least 98 percent of the sand shall be finer than 1.0 mm

Anthracite Media:

- Effective Size: 0.95 – 1.05 mm
- Uniformity Coefficient: 1.4 maximum
- Hardness: 2.7 minimum on the Moh scale
- Specific gravity: 1.4 minimum
- Not more than 20 percent by weight shall be larger than 1.6 mm

Samples And Certified Test Reports

A minimum sample size of 2 kg for each filter media to be supplied must be sent to the Jefferson Parish Water Quality Laboratory (3600 Jefferson Hwy - Bldg E, Jefferson, LA 70121) for evaluation **PRIOR TO THE BID OPENING DATE.**

BID 50-00114845

In house certified test reports for each type of proposed filter media **MUST BE SUBMITTED WITH THE BID** for evaluation. All certified test reports shall include specific gravity (apparent), hardness (anthracite only), and sieve analysis inclusive of effective size, uniformity coefficient, percent of material passing each sieve, percent of material retained by each sieve, and a probability plot of percent passing each sieve versus sieve size.

Jefferson Parish reserves the right to perform or waive, at its sole discretion, any of the tests outlined in Standard B100 to verify compliance with the standard and to reject any materials which fail to conform to Standard B100. Any rejected media shall be removed from the site and replaced with acceptable media at the vendor's expense.

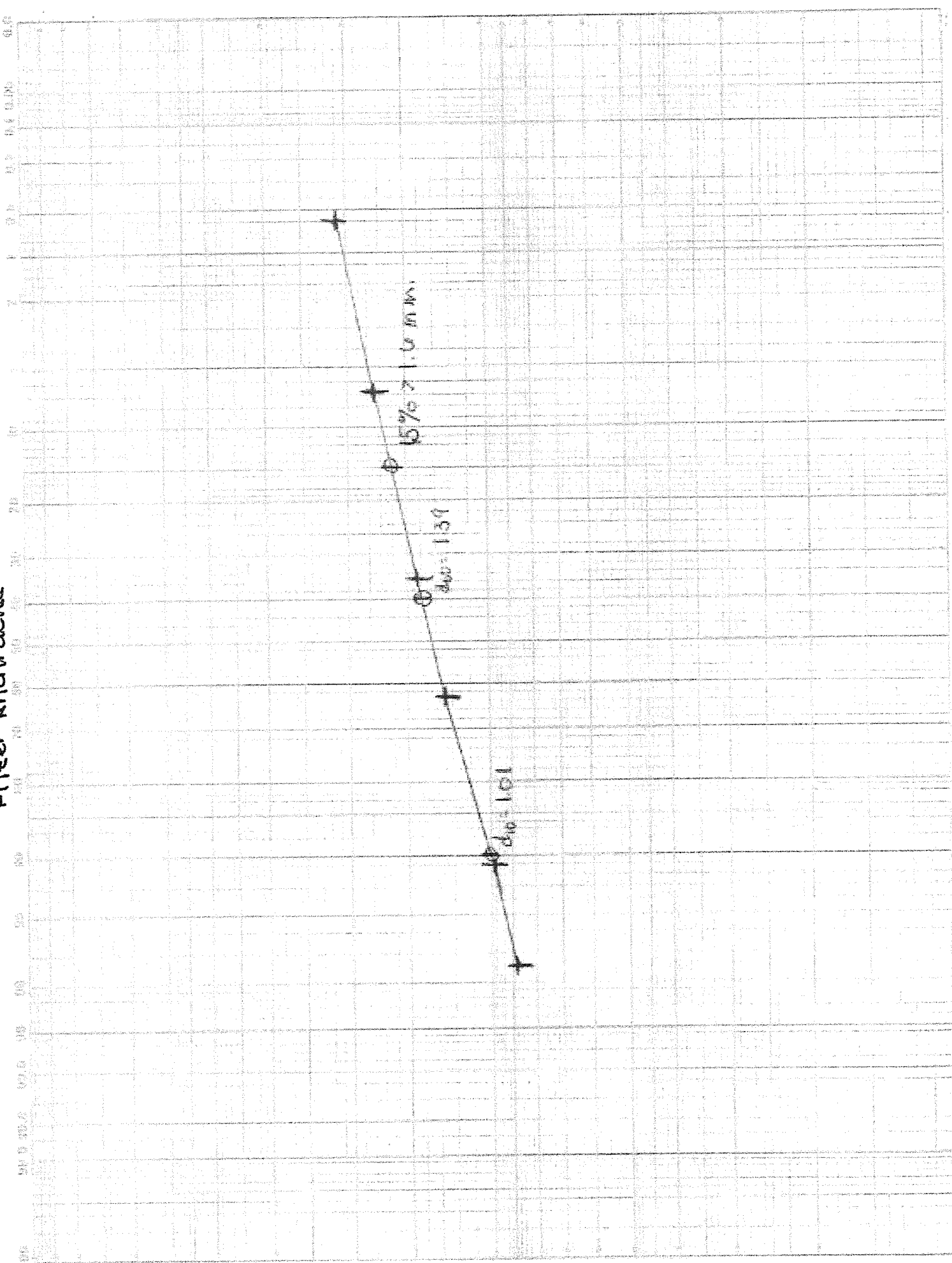
Filter Anthracite

	ID:	550-02		
US	OPENING	GRAMS	PERCENT	CUM %
#	MM	RETAINED	RETAINED	PASSING
8	2.360	0.00	0.00	100.0
10	2.096	0.61	0.59	99.4
12	1.758	6.57	6.33	93.1
14	1.412	29.70	28.60	64.5
16	1.260	28.90	27.83	36.7
18	0.995	28.68	27.62	9.0
20	0.879	6.65	6.40	2.6
25	0.723	0.00	0.00	2.6
30	0.593	0.00	0.00	2.6
35	0.506	0.00	0.00	2.6
40	0.438	0.00	0.00	2.6
PAN	-0.438	2.73	2.63	
TOTAL SAMPLE=		103.84		
EFFECTIVE SIZE			1.012	
d 60% =			1.392	
UNIFORMITY COEFFICIENT			1.375	
d 90% =			1.673	

UNIFILT CORP.
 ANTHRACITE FILTER MEDIA
 FOR: EAST BANK WATER TREATMENT PLANT
 JEFFERSON, LA.
 BID NO. 50-00114845
 BID DATE: 11/17/2015 2P.M.
 E.S. .95 - 1.05 MM.
 U.C. < 1.4
 NMT 20% > 1.6 MM.
 SPECIFIC GRAVITY > 1.6
 MOH HARDNESS > 2.7

Julie K. Moe

Filter Anthracite



HEADQUARTERS
375 Johnson St., Wilkes-Barre, PA 18702
1-800-752-3899, Fax 570-829-4515
www.unifilt.com



SALES OFFICE
P.O. Box 614, Ellwood City, PA 16117
1-800-223-2882, Fax 724-758-3870
info@unifilt.com

TYPICAL SIEVE ANALYSIS
FILTER SAND
Effective Size – 0.45– 0.55 mm
Uniformity Coefficient – 1.40 or less

November, 2015

U.S. SIEVE	% PASSING
#18	99.6
#20	91.6
#25	66.6
#30	18.7
#35	6.0
#40	1.6
#45	0.8

Effective Size - 0.53 mm
Uniformity Coefficient - 1.31
Specific Gravity - > 2.5

Julie K. Mochua

Filter Sand



25065

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) <u>John H. Carter Co Inc</u>		
Business name, if different from above		
Check appropriate box <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) >		
Address (number, street, and apt. or suite no.) <u>17630 Perkins Rd</u>		Requester's name and address (optional)
City, state, and ZIP code <u>Baton Rouge, LA 70810</u>		
List account number(s) here (optional)		
Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
Social security number		Employer identification number <u>7210494338</u>
OR		
Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person <u>D. Davenport</u>	Date >
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),		
2. Certify that you are not subject to backup withholding, or		
3. Claim exemption from backup withholding. If you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
• An individual who is a U.S. citizen or U.S. resident alien,		
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,		
• An estate (other than a foreign estate), or		
• A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
• The U.S. owner of a disregarded entity and not the entity,		

Tom Schedler
Secretary of State

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
JOHN H. CARTER CO., INC.	Business Corporation	BATON ROUGE	Active

Business: JOHN H. CARTER CO., INC.

Charter Number: 23801640D

Registration Date: 4/11/1957

Domicile Address

17630 PERKINS ROAD, WEST SUITE
BATON ROUGE, LA 70810

Mailing Address

C/O ROBERT WAGNON CFO
17630 PERKINS ROAD, WEST SUITE
BATON ROUGE, LA 70810

Principal Office Address

17630 PERKINS ROAD, WEST SUITE
BATON ROUGE, LA 70810

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 4/11/1957

Last Report Filed: 4/6/2015

Type: Business Corporation

Registered Agent(s)

Agent:	ROBERT WAGNON
Address 1:	17630 PERKINS RD, WEST SUITE
City, State, Zip:	BATON ROUGE, LA 70810
Appointment Date:	3/25/2013

Officer(s)

Additional Officers: No

Officer:	MICHEL E. SANSOVICH, III
Title:	President
Address 1:	6500 BURDEN LANE
City, State, Zip:	BATON ROUGE, LA 70808

Officer:	CALVIN CURTIS DOUGLAS
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Title:	Vice-President
Address 1:	735 SIXTH ST.
City, State, Zip:	LOCKPORT, LA 70374
Officer:	DAN CHILDRESS
Title:	Vice-President
Address 1:	171630 PERKINS ROAD, WEST SUITE
City, State, Zip:	BATON ROUGE, LA 70810
Officer:	MICHAEL NICAUD
Title:	Vice-President
Address 1:	15431 CAMPANILE CT.
City, State, Zip:	BATON ROUGE, LA 70810
Officer:	TODD GILBERTSON
Title:	Vice-President
Address 1:	3 FIVE OAKS DRIVE
City, State, Zip:	NEW ORLEANS, LA 70131
Officer:	BRUCE LOWREY
Title:	Vice-President
Address 1:	16161 MILLION DOLLAR RD.
City, State, Zip:	COVINGTON, LA 70435
Officer:	ROBERT WAGNON
Title:	Secretary/Treasurer
Address 1:	4921 S LAUREL CREEK CT
City, State, Zip:	BATON ROUGE, LA 70817

Amendments on File (14)

Description	Date
Domicile, Agent Change or Resign of Agent	3/30/1971
Amendment	8/16/1977
Restated Articles	7/31/1980
Amendment	8/6/1981
Domicile, Agent Change or Resign of Agent	6/11/1993
Amendment	9/7/1999
Disclosure of Ownership	7/13/2000
Amendment	12/1/2000
Amendment	8/24/2001
Disclosure of Ownership	12/12/2005
Restated Articles	3/23/2007
Disclosure of Ownership	8/29/2008
Domicile, Agent Change or Resign of Agent	12/10/2008
Restated Articles	6/29/2012

[Print](#)



Bid Number 50 -00114845

**PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA FOR THE EAST
BANK WATER TREATMENT PLANT**

BID DUE: NOVEMBER 17, 2015 AT 2:00 P.M.

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Ms. Sidney Duffy, Buyer II
Buyer Email: sduffy@jeffparish.net
Buyer Phone: 504-364-2682**

Filter Media Bid Specifications

Sand and anthracite filter media for the East Bank Water Treatment Plant shall be packaged in 1 cubic foot multi-walled bags which have been neatly palletized and shrink-wrapped. Sand and anthracite shall be completely free from mica, dust, dirt and foreign substances of any kind. All deliveries shall be made freight prepaid in full truckload quantities of approximately 20 tons to East Jefferson Waterworks, 3600 Jefferson Hwy, Jefferson, LA 70121.

Specifications

All material shall meet or exceed the standards of the latest revision of AWWA standard B100 (AWWA Standard for Filtering Material). The manufacturer shall provide an affidavit of compliance stating that the filter materials furnished meet this specification, is certified for use in the treatment of drinking water, and complies with AWWA standard B100. In addition, all media supplied must meet NSF Standard 61 and the processing facility for each media type supplied must be listed in the latest edition of NSF - Drinking Water Additives or UL - Drinking Water System Components, Component Materials and Treatment Additives.

Filter Sand:

- Effective Size: 0.45 - 0.55 mm
- Uniformity Coefficient: 1.4 maximum
- Specific gravity: 2.5 minimum
- Not more than 0.2 percent by weight shall be smaller than 0.2 mm
- Not more than 1.0 percent by weight shall be smaller than 0.25 mm
- At least 90 percent by weight shall be smaller than 0.8 mm
- At least 98 percent of the sand shall be finer than 1.0 mm

Anthracite Media:

- Effective Size: 0.95 – 1.05 mm
- Uniformity Coefficient: 1.4 maximum
- Hardness: 2.7 minimum on the Moh scale
- Specific gravity: 1.4 minimum
- Not more than 20 percent by weight shall be larger than 1.6 mm

Samples And Certified Test Reports

A minimum sample size of 2 kg for each filter media to be supplied must be sent to the Jefferson Parish Water Quality Laboratory (3600 Jefferson Hwy - Bldg E, Jefferson, LA 70121) for evaluation **PRIOR TO THE BID OPENING DATE.**

BID 50-00114845

In house certified test reports for each type of proposed filter media **MUST BE SUBMITTED WITH THE BID** for evaluation. All certified test reports shall include specific gravity (apparent), hardness (anthracite only), and sieve analysis inclusive of effective size, uniformity coefficient, percent of material passing each sieve, percent of material retained by each sieve, and a probability plot of percent passing each sieve versus sieve size.

Jefferson Parish reserves the right to perform or waive, at its sole discretion, any of the tests outlined in Standard B100 to verify compliance with the standard and to reject any materials which fail to conform to Standard B100. Any rejected media shall be removed from the site and replaced with acceptable media at the vendor's expense.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00114845

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	6,000.00	CFT	PURCHASE OF SAND AND ANTHRACITE FILTER MEDIA FOR THE EAST BANK WATER TREATMENT PLANT		
			0010 FILTER SAND (IN 1 CU. FT. MULTI- WALLED BAGS) EFFECTIVE SIZE 0.45-0.55 MM	20.02	120,120.00
2	2,000.00	CFT	WATER DEPT.-EB WATER PLANT-MERVIN GRAVES		
			0020 ANTHRACITE MEDIA-(IN 1 CU. FT. MULTI-WALLED BAGS) EFFECTIVE SIZE 0.95-1.05 MM	39.62	79,240.00
			PLEASE DELIVER TO: JEFFERSON PARISH E.B. WATER PLANT 3600 JEFFERSON HWY., BLDG. D JEFFERSON, LA 70121 ATTN: MERVIN GRAVES 504-838-4398 FOB DELIVERED		

DATE: 10/28/2015

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00114845

JEFFERSON PARISH

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

Page: 1

BUYER: SDuffy@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, 11/17/2015 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 be in 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. Registration forms may be downloaded from 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. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

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(B)(5). 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(B)(5). 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).

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.

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.
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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight 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.
16. Since a bid surety is required, bid response may not be faxed. Bid submission will only be accepted online or as delivered to the Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053 by 11am on the bid due date. All sureties must be in original format (no copies).

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: 10/28/2015

Page: 5

BID NO.: 50-00114845

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 January 17, 2016.

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

2-3 weeks ARO

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

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: John H. Carter Company, Inc.

ADDRESS: 2728 N. Arnoult Road

CITY, STATE: Metairie, La ZIP: 70002

TELEPHONE: (504) 887-8550 FAX: (504) 887-8723

EMAIL ADDRESS: ashlee.dufrene@johnhcarter.com

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

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ \$199,360.00

AUTHORIZED SIGNATURE: Robert Wagner

TITLE: CFD

ROBERT WAGNER
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.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

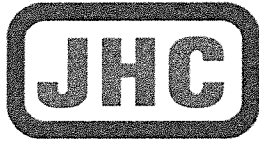
SECRETARY-TREASURER

DATE

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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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.
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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, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
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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.
16. Since a bid surety is required, bid response may not be faxed. Bid submission will only be accepted online or as delivered to the Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053 by 11am on the bid due date. All sureties must be in original format (no copies).

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.



JOHN H. CARTER CO., INC.

Service Beyond Expectations

Ashlee N. Dufrene
17630 Perkins Road
Baton Rouge, LA 70810

Tuesday, November 17, 2015

Dear Jefferson Parish Purchasing Department,

We are pleased to present you with this quote for **Sand and Anthracite media** from John H. Carter Company. The following pages provide a complete description of our proposal along with your requested in house certified reports.

We provide a wide range of products, services and support, including process control systems and instrumentation, control valves, regulators, actuators, valve automation, manual valves, pumps, controls for engines, turbines and compressors, differential pressure and electronic flow measurement and gas analysis. We provide equipment and services water & wastewater; we generate solutions across all industries in fire protection & security; we are the leading provider of wireless automation equipment, integration and services; and we demonstrate our effectiveness with a suite of reliability solutions.

We operate with nine facilities, 400 employees and 82 years of experience. John H. Carter Company is the largest operation of its kind on the Central Gulf Coast.

Total Customer Commitment is John H. Carter Company's all-encompassing customer response program. At John H. Carter Company, it has been firmly established that our TCC program is the key strategy for long-term business relationships. There is daily priority to do things right to achieve outstanding customer satisfaction.

We trust you find our proposal satisfactory and will contact you to see if you have any questions or need any additional information. Thank you for your interest in John H. Carter Co.'s products and services. We look forward to working with Waterworks on this project.

Kind Regards,

Ashlee N. Dufrene

Office: (225) 751-3788

Direct: (225) 754-0149

John H. Carter Co.

Service Beyond Expectations

Quote No: 1821186 Date: 11/17/15 09:05

JOHN H. CARTER CO., INC.
METAIRIE, LA.

PHONE: (504) 888-4800

FAX: (504) 888-7850

ASHLEE N. DUFRENE

TO: JEFFERSON PARISH

ATTN: SIDNEY DUFFY

PHONE: 504-364-2678

Ashlee.Dufrene@johnhcarter.com

REF:

FOB: JHC - METAIRIE, LA.

SHIP VIA: MOTOR FREIGHT

02 TERMS: PPD & BILL

THIS QUOTE IS SUBJECT TO CREDIT APPROVAL.

*** PLEASE INCLUDE REFERENCE# 1821186 WHEN ORDERING ***

ITEM	QTY	PART#	DESCRIPTION	UNIT PRICE	EXT. PRICE
1*6000 *			FILTER SAND MEDIA EFFECTIVE SIZE 0.45-0.55MM IN 1 CU FT. MULTI-WALLED BAGS FILTER SAND	20.02	120,120.00
2*2000 *			ANTHRACITE MEDIA EFFECTIVE SIZE 0.95-1.05MM IN 1 CU FT MULTI WALLED BAGS ANTHRACITE MEDIA FOB DELIVERED	39.62	79,240.00

TOTAL (excluding tax):

199,360.00

Did you know that John H. Carter Company offers a wide variety of products? We even offer service & repair on most of these, as well as automated process control systems. For your convenience, please visit www.johnhcarter.com for a complete list of products & services.

The information contained in this eMail is legally privileged and confidential, and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by eMail, and delete this message immediately. Copyright © 2015 by John H. Carter Co., Inc.

See Terms and Conditions (attached separately).

Please remember to visit our [John H Carter Co. website.](http://www.johnhcarter.com)

**JOHN H. CARTER CO., INC.
CONTROLWORX, L.L.C.**

Terms And Conditions Of Sale

NOTE: These Terms and Conditions of Sale control the rights and responsibilities of the parties in connection with goods and/or services sold to any customer or purchaser of goods or services hereunder (hereinafter, "Buyer") by John H. Carter Co., Inc. its affiliates and/or its subsidiary, ControlWorx, L.L.C. (individually and/or collectively "Seller"). Please read this document carefully because of its significant legal consequences.

1. **ACCEPTANCE.** Acceptance by Seller of Buyer's order or proposal is expressly made conditional on assent to these Terms and Condition of Sale, either by written acknowledgement or by conduct by Buyer that recognizes the existence and controlling nature of these Terms and Conditions of Sale.

2. **FORM OF CONTRACT AND NO WAIVER:** Seller will not be deemed to have accepted any proposal or sales order through course of dealing, performance, implied consent, or waiver. Specifically, but without limitation, Seller's (i) supplying products or performing services in response to Buyer's purchase order or proposal, and/or (ii) failing to complain of Buyer's non-compliance with these Terms and Conditions of Sale or the presence of any conflicting terms and conditions in any other purchase order or similar document, and/or (iii) accepting payment for products or services, shall not be construed as acceptance of any terms and conditions proposed by Buyer. No attempted modification by Buyer of these Terms and Conditions of Sale will be effective against Seller unless expressly accepted in a writing signed by Seller's competent authority who has the express authority by Seller to make such agreements.

3. **CONFLICTING PROVISIONS VOID.** Seller hereby objects to and rejects any terms and conditions included in Buyer's purchase order or other writing or modification that conflict with these Terms and Conditions of Sale. Any inconsistent terms and conditions contained in Buyer's purchase order, terms and conditions, or any other writing that represents Buyer's offer are not a part of the agreement between Seller and Buyer and shall have no effect.

4. **PAYMENT.** Payment terms are net cash twenty (20) days from the date of Seller's invoice. Should a single order of a group of orders for a single project (from a single Buyer) exceed \$100,000, progress payments will be required. Such progress payments will be made on the basis of one third of the total price being due upon acceptance of order, one third due upon 50% completion, and one third due at completion, unless otherwise agreed in writing. If payment is not made when due, the unpaid balance will be subject to a finance charge of two percent (2%) of the unpaid balance per month or at the highest interest rate allowed by law, whichever is lesser. The amount of all finance charges will be added to the balance owed to Seller. If Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to Seller, Seller, at its sole option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Buyer provides security or other assurances of performance as demanded by Seller. In the event Seller institutes legal or collection action against Buyer for non-payment, Buyer shall be liable to Seller for all reasonable costs and attorney's fees incurred by Seller in connection therewith. In the event of a dispute between Seller and Buyer regarding any separate sale(s), purchase(s), project(s), or service(s), Buyer shall not be entitled to withhold payments due Seller as a setoff for claims based on separate sale(s), purchase(s), project(s), or service(s).

5. **LIMITED WARRANTY.** Subject to the limitations contained below, Seller warrants that goods manufactured by Seller or consumables and services provided by Seller will be free from defect in materials and workmanship under normal care and use until the expiration of the applicable warranty periods hereafter set forth. Said goods are warranted for eighteen (18) months from the date of shipment or twelve (12) months from date of initial operation, whichever is the lesser. Said consumables and services are warranted for a period of ninety (90) days from the date of shipment or provision. If Buyer discovers any warranty defects and notifies Seller thereof in writing and during the applicable warranty period, Seller shall, at its sole discretion, promptly correct any errors that are found by the Seller in the services, or repair or replace at its manufacturing or service facility that portion of the goods found by Seller to be defective, or refund the purchase price of the defective goods/services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable environmental conditions, accident, misuse, or by improper installation, modification, repair, storage, or handling, or any other cause not the fault of Seller, are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing and in advance by an authorized Seller representative. All costs of transportation and time and expenses of Seller's personnel for site travel and diagnosis under this warranty clause will be borne by Seller if it is determined to be a warrantable repair. If Seller determines that it is not a warrantable repair, these same costs shall be borne by the Buyer. Goods repaired and parts replaced during the warranty period shall be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the sole warranty made by Seller and can be amended only in writing signed by an authorized representative of Seller.

Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products other than making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. OTHER THAN AS EXPRESSED ABOVE, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW, BY CONTRACT, OR OTHERWISE, AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, CONSUMABLES OR SERVICES.

6. **LIMITATION OF REMEDY AND LIABILITY.** In no event, regardless of the form of the claim or cause of action (including but not limited to claims based in contract, patent or trademark infringement, negligence, strict liability, other tort, or otherwise), shall Seller's liability to Buyer and/or its affiliates exceed the contract price. The parties agree that in no event shall either party's liability to the other and/or their affiliates extend to include incidental, consequential, punitive, or exemplary damages. The term "consequential damages" shall include, but not be limited to, lost or deferred production, loss of anticipated profits, loss of use, loss of revenue, and cost of capital.

7. **DELIVERY:** Seller's obligation is to deliver the goods F.O.B. Seller's warehouse, place of manufacture, or other place from which the goods are actually shipped within the U.S.A., at which point risk of loss shall pass to Buyer. Freight will be prepaid and added to invoice. Delivery dates given to Buyer in any manner are approximate. Seller will not be liable for failure to make delivery or delay in making delivery that directly or indirectly results from or is contributed to by any cause beyond Seller's reasonable control, including but not limited to: fire, flood or other acts of God; strikes or other labor disagreements; accidents; acts or requirements of government or civil authorities; riot; war; embargo; shortages of labor, material or energy; delays in transportation, failures or delays by subcontractors or suppliers; or necessary changes in production or shipment schedules. In the event of such delay, Seller will have the right to apportion available supplies among its customers, including Buyer, in any manner that Seller decides to be fair and reasonable, and any delivery date will be postponed for a period of time equal to the delay. If shipments are held at Seller's premises at request of Buyer, invoices will be rendered for all completed goods as though actually shipped, and Buyer will also pay Seller for all extra expenses incurred.

8. **CANCELLATION BY BUYER:** Buyer may cancel its order, or any part of it, by sending written notice of cancellation to Seller and by paying Seller a reasonable cancellation fee. The reasonable cancellation fee will be determined by Seller and will reflect, among other factors: the expenses already incurred, other commitments made by Seller, sales and administrative overhead, and profits. If Buyer has received any price discounts due to the quantity of goods ordered by Buyer, but has not purchased the applicable quantity at the time of cancellation, Buyer must also pay to Seller the difference between the price Buyer paid and the price it would have been paid had Seller's price been based on the quantity actually purchased.

8b. **RETURNS:** Credit for returned goods can only be considered for material returned with our permission and issuance of a John H. Carter Company returned goods authorization number (RGA#). Credit will be subject to our inspection and confirmation that the material is new, unused and in the original packaging. Returns must be made within 90 days of receipt by customer. Credit can only be allowed for items normally carried in JHC inventory. If material is special-ordered at the customer's request, credit for return will be subject to the discretion and policies of the respective vendor or factory involved.

9. **PRICES:** Unless otherwise specified by Seller, Seller's prices for the goods shall remain in effect for thirty (30) days from the date of Seller's quotation or acceptance of the order for the goods, whichever occurs first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the goods pursuant to Seller's standard invoicing procedures is received and accepted by the Seller from the Buyer within such time period. After such thirty (30) day period, Seller shall have the right to revise the price of the goods up to Seller's price in effect for the goods at the time the order is released by Buyer and Seller prior to final manufacture and shipment; provided, however, that any such price revision for goods manufactured by the Seller shall not exceed seven percent (7%) during the six (6) month period following the date of Buyer's order or Seller's quotation, whichever occurs first. The price for any Resale Products shall be Seller's price in effect at the time of shipment to Buyer.

10. **PATENTS:** Seller warrants that goods manufactured by Seller and sold pursuant to these Terms and Conditions of Sale, or their use as provided below, do not infringe any valid U.S. Patent in existence as of the date of delivery. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods or (ii) of any combination of goods sold hereunder in a manner designed by Seller. This warranty shall not apply to goods manufactured by Seller specifically for Buyer according to Buyer's specifications.

11. **INSTALLATION:** All goods shall be installed by and at the expense of the Buyer.

12. **TAXES:** Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax or Gross Receipts Tax may, at Seller's option, be added to the price herein specified.

13. **SOFTWARE AND FIRMWARE.** Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Seller separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

14. **COMPLIANCE WITH CERTAIN LAWS:** Unless otherwise expressly provided herein, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246 the provisions of which are incorporated herein by reference.

15. **ASSIGNMENT:** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

16. **INDEMNIFICATION:** Buyer shall release, defend, indemnify, and hold Seller harmless against liability or obligation, whether in contract, tort (including but not limited to negligence and strict liability) or otherwise, with respect to any expense, loss, injury or damage to Buyer and to any other person or entity resulting from goods subjected to: (a) improper installation or storage; (b) accident, damage, abuse or misuse; (c) abnormal operating conditions or applications; (d) operating conditions or applications above the rated capacity of the goods; (e) operating conditions or applications not made known to or contemplated by Seller at the time of the agreement; or (f) a purpose or application other than or varying in any degree from that for which the goods were designed.

17. **GOVERNING LAW:** The validity, interpretation, and performance of these Terms and Conditions of Sale and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws rules.

18. **ENTIRE AGREEMENT AND SAVINGS CLAUSE:** These Terms and Conditions of Sale (and any of Seller's purchase or work orders in connection therewith) constitute a complete and exclusive statement of the agreement between Seller and Buyer. These Terms and Conditions of Sale control over any conflicting provision in any purchase or work order issued by Seller. There are no other promises, conditions, understandings, representations or warranties. All provisions are severable, and if any of these Terms and Conditions of Sale are found by a court of competent jurisdiction to be unenforceable, then the Terms and Conditions of Sale shall be deemed modified only to the extent necessary to make them enforceable.

19. **EXPORT CONTROLS STATEMENT:** The items that are sold and shipped to Buyer pursuant to any order/invoice are subject to the export laws of the United States and perhaps other countries as well. Seller and its subsidiaries are committed to compliance with all relevant export control laws. Buyer shall cooperate with any U.S. and foreign regulatory requirement or any government inquiry, audit, investigation or other inquiry, upon notice to Buyer by Seller or any relevant government or government agency, department, or division. If Buyer intends to resell or re-export these products to another country(ies), Buyer is hereby notified and aware that these products are sold and/or exported by Seller in accordance with U.S. export control laws. Buyer is hereby notified and aware that compliance with these laws is mandatory on all parties anywhere in the world under U.S. law and diversion of products or acts contrary to U.S. relevant foreign export laws is prohibited and may subject Buyer to significant penalties and other sanctions. Moreover, Buyer shall release, defend, indemnify and hold Seller harmless from are against any liability or obligation (including, but not limited to, penalties, other sanctions, and defense costs) arising from or in any way connected to Buyer's failure to comply with such laws or to cooperate with such government entities.

20. **HIRING OF EMPLOYEES:** Buyer agrees that during the execution of the Services by Seller, and for a period of 24 months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (a) solicit, encourage or have contact with any of Seller employees for the purpose of encouraging them to end their employment with Seller; (b) hire any employee of Seller; (c) solicit, encourage or have contact with any of Seller contractors or their employees for the purpose of encouraging them to end their relationship with Seller; or (d) hire any Seller contractor or employee of a Seller contractor.

If Buyer breaches this Section 20, in addition to any and all other remedies available to Seller in law or equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. The parties agree that the foregoing damages shall not preclude Seller from obtaining any further damages, in law or in equity, in connection with any and all breaches in this Section 20. In addition Buyer agrees that in the event that Seller institutes or becomes involved in any action to enforce or defend this Section 20, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and costs related to such action.

Clack Anthracite is a select coal, mined and processed for use in water filtration. It is ideal for single bed, dual bed or multi-media filtration systems.

Anthracite

ADVANTAGES

- Higher service flows and longer filter runs than equivalent sand filters
- Close attention to gradation, hardness and purity assures consistent and reliable performance
- Unique density allows Clack Anthracite to be combined with other filtration media in multi-media filters
- Lower uniformity coefficient has less oversized and undersized particles resulting in a highly uniform bed

PHYSICAL PROPERTIES

- Color: Black
- Bulk Density: 50 lbs./cu. ft.
- Hardness: 3.0-3.8 (Mohs scale)
- Effective Size:
 - #1 Anthracite: 0.6-0.8 mm
 - #1½ Anthracite: 0.85-0.95 mm
 - #2 Anthracite: 1.7-2.0 mm
- Uniformity Coefficient:
 - #1 Anthracite: <1.7
 - #1½ Anthracite: <1.7
 - #2 Anthracite: <1.6
- Mesh Size:
 - #1 Anthracite: 14x30
 - #1½ Anthracite: 10x20
 - #2 Anthracite: 4x12
- Acid Solubility: ≤1%
- Caustic Solubility: <1%
- Apparent Specific Gravity: 1.6 gm/cc
- Meets AWWA Standard B100-01

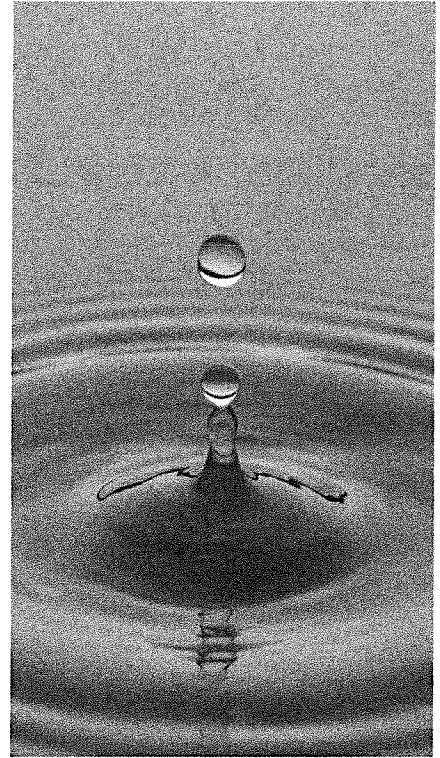
CONDITIONS FOR OPERATION

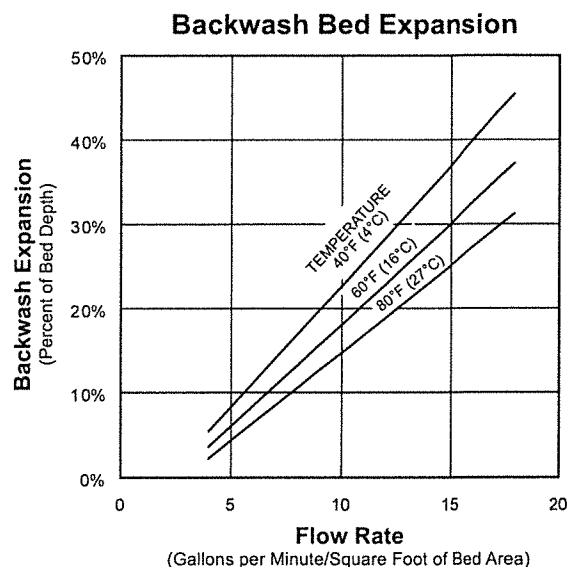
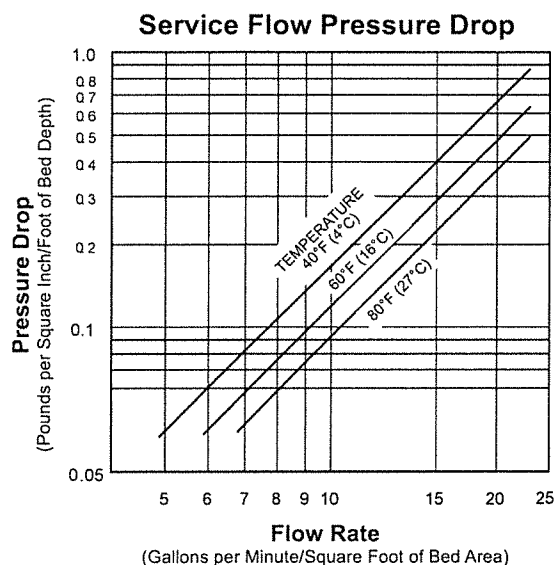
- Bed depth: 24-36 in., 10-18 in multi-bed filters
- Freeboard: 50% of bed depth (min.)
- Service flow rate: 5 gpm/sq. ft. or higher depending upon local conditions
- Backwash flow rate:
 - #1 Anthracite: 12-18 gpm/sq. ft.
 - #1½ Anthracite: 18-25 gpm/sq. ft.
 - #2 Anthracite: use air scour
- Backwash bed expansion: 20-40% of bed depth

Although its potential for water treatment has been recognized since ancient times, anthracite coal was not used for this purpose until the beginning of the 20th century. Crushed Anthracite makes an excellent medium density filtration media. Clack Anthracite is mined from the finest Pennsylvania coal. It is specifically selected for water treatment, and during its production goes through several sizing inspections. Representative samples are randomly chosen for a complete laboratory quality control analysis for effective size, uniformity coefficient, specific gravity, acid solubility and hardness.

Because of its angular shape, some of the sediment penetrates deeper into the bed. When compared to equivalent filter sands, this means longer filter runs and less head loss. Backwash rates are also reduced.

Because of its unique density, Clack Anthracite can be used in multi-media filters. At 50 lbs/ft³, it will hydraulically classify and remain above heavier media such as Filter Sand or Manganese Greensand, providing a prefiltration layer.





Certified to NSF/ANSI Standard 61

Anthracite Filter Media
is manufactured by
Xylem Water Solutions Zelienople LLC

ORDER INFORMATION

Part No.	Description	Cu. Ft./Bag	Wt./Cu. Ft.*	Bags/Pallet	Weight/Pallet	Pallet Dimensions
A8029	Anthracite #1 (0.6-0.8 mm)	1	50 lbs.	50	2550 lbs.	40" x 48" x 56"
A8030	Anthracite #1½ (0.85-0.95 mm)	1	50 lbs.	50	2550 lbs.	40" x 48" x 56"
A8031	Anthracite #2 (1.7-2.0 mm)	1	50 lbs.	50	2550 lbs.	40" x 48" x 56"

*Weight per cubic foot is approximate.

The information and recommendations in this publication are based on data we believe to be reliable. They are offered in good faith, but do not imply any warranty or performance guarantee, as conditions and methods of use of our products are beyond our control. As such, Clack makes no express or implied warranties of any kind with respect to this product, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. We recommend that the user determine whether the products and the information given are appropriate, and the suitability and performance of our products are appropriate, by testing with its own equipment. Specifications are subject to change without notice.

The information and recommendations given in this publication should not be understood as recommending the use of our products in violation of any patent or as a license to use any patents of the Clack Corporation.

The filter medias listed in this brochure do not remove or kill bacteria. Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

Clack will not be liable under any circumstance for consequential or incidental damages, including but not limited to, lost profits resulting from the use of our products.

GRAIN SIZE DISTRIBUTION TEST DATA

11/12/2015

Client:

Material Description: .95-1.05mm Anthracite

Date: 11-11-15

Tested by: Scott McMillan

Checked by: Brigette Douthitt

Sieve opening list: Set 2

Sieve Test Data

Dry Sample and Tare (grams)	Tare (grams)	Sieve Opening Size	Weight Retained (grams)	Sieve Weight (grams)	Percent Finer
132.40	0.00	#10	3.80	0.00	97.1
		#12	15.10	0.00	85.7
		#14	41.80	0.00	54.2
		#16	35.50	0.00	27.3
		#18	22.70	0.00	10.2
		#20	9.50	0.00	3.0
		#25	2.70	0.00	1.0
		#30	0.60	0.00	0.5

Fractional Components

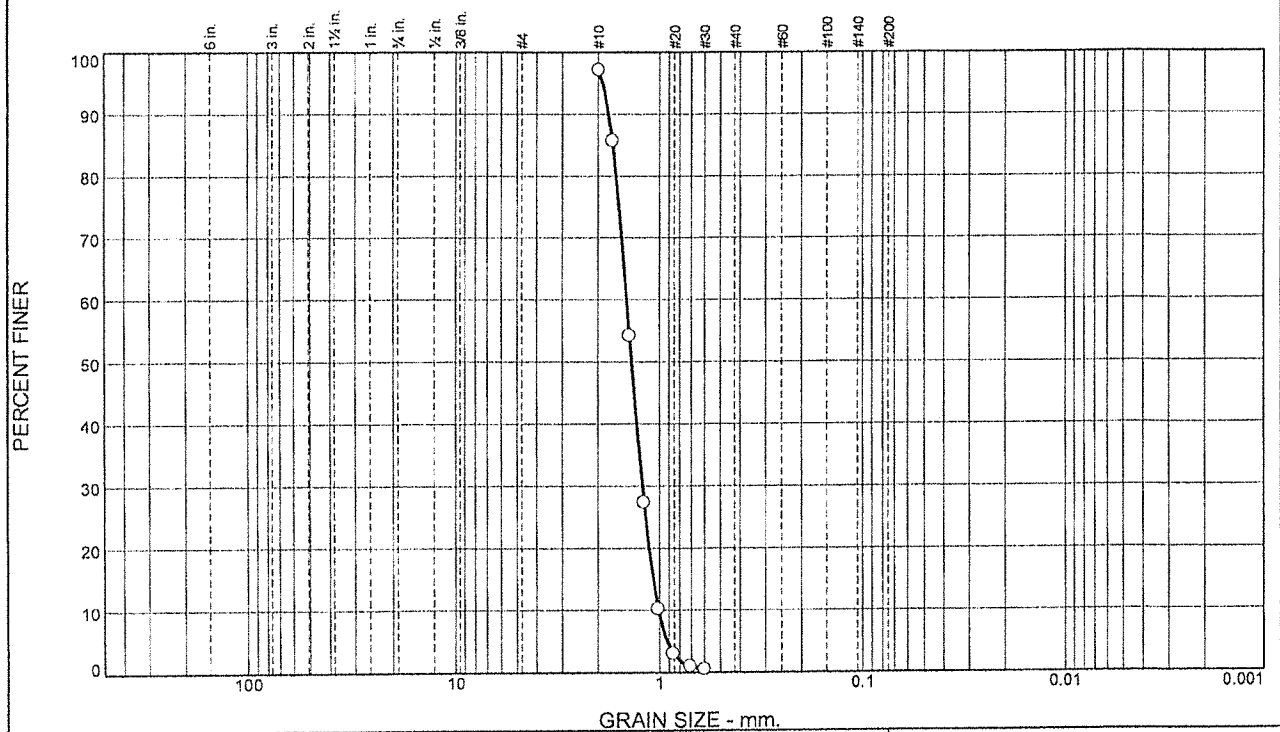
Cobbles	Gravel			Sand				Fines		
	Coarse	Fine	Total	Coarse	Medium	Fine	Total	Silt	Clay	Total

D ₁₀	D ₁₅	D ₂₀	D ₃₀	D ₅₀	D ₆₀	D ₈₀	D ₈₅	D ₉₀	D ₉₅
1.0133	1.0738	1.1244	1.2138	1.3742	1.4505	1.6219	1.6802	1.7611	1.8984

Fineness Modulus	C _u	C _c
1.73	1.43	1.00

RED FLINT SAND & GRAVEL, LLC.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#10	97.1		
#12	85.7		
#14	54.2		
#16	27.3		
#18	10.2		
#20	3.0		
#25	1.0		
#30	0.5		

* (no specification provided)

Material Description		
.95-1.05mm Anthracite		
Atterberg Limits		
PL=	LL=	PI=
Coefficients		
D ₈₅ = 1.7611	D ₆₀ = 1.4505	
D ₅₀ = 1.3742	D ₃₀ = 1.2138	
D ₁₀ = 1.0133	C _u = 1.43	C _c = 1.00
Classification		
USCS=	AASHTO=	
Remarks		

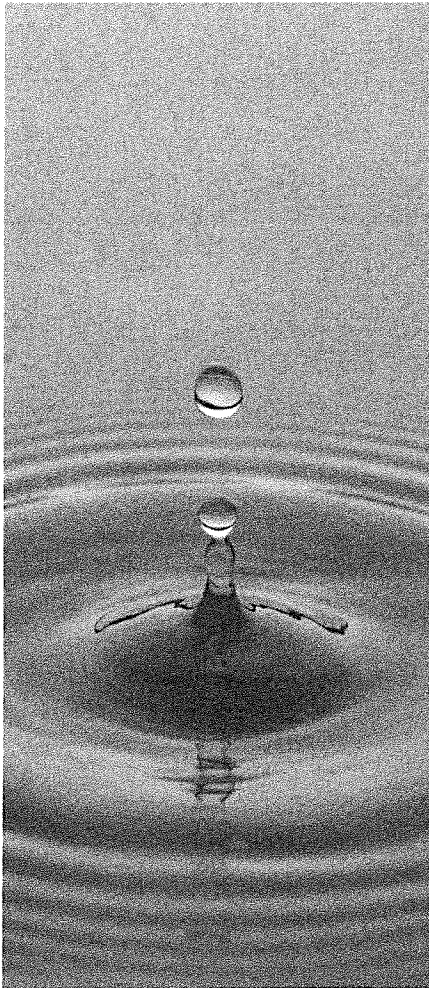
Date: 11-11-15

RED FLINT SAND & GRAVEL, LLC. Eau Claire, Wisconsin	Client:	
	Project:	
	Project No:	Figure

Tested By: Scott McMillan Checked By: Brigette Douthitt

Highly spherical shape and uniform grading provide Clack Filter Sand and Gravel with reliable performance. Low soluble impurities limits undesirable mineral leaching into the process stream.

Filter Sand and Gravel



Clack Filter Sand and Gravel are naturally occurring, river washed, glacial deposit products. Their excellent chemical properties - high silica content and low soluble calcium, magnesium and iron compounds - meet AWWA-B100-96 specifications. Precision sizing and uniform grading to close limits meet the rigid specifications of professional engineers throughout the world.

For over 80 years Clack Filter Sand and Gravel have been satisfying the requirements of industrial, municipal and residential users. These products have been specified and used nationally and internationally because of their high quality, desirable chemical properties, color, and wide range of precision sizing.

Processing and regular analysis of production are supervised by registered professional engineers.

Clack Filter Sand is graded specifically for water filtration plants. It can be used in municipal, industrial or residential applications for sediment filtration.

Clack Uncrushed Gravel has a highly spherical shape that promotes good flow and even distribution in support beds. Gravel is low in soluble impurities and it will maintain the quality of the treated water, especially in softeners. Three inch layers are recommended in graded support beds.

ADVANTAGES

- Clack Filter Sand is graded specifically for water filtration plants
- Filter Sand can be used in municipal, industrial or residential applications
- The spherical shape of uncrushed gravel promotes good flow and even distribution

PHYSICAL PROPERTIES

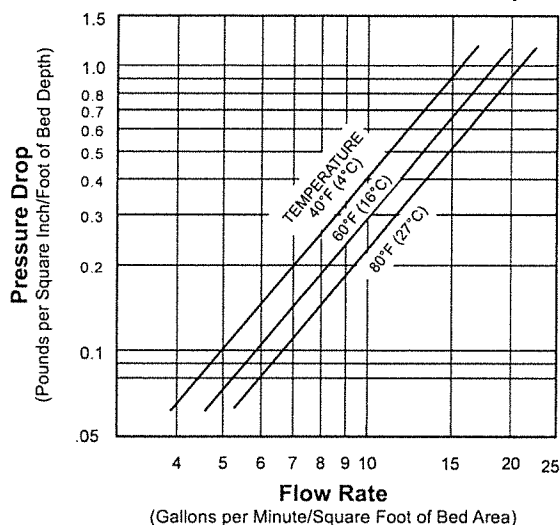
- Color: Light tan to reddish brown
- Density: 100 lbs./cu. ft.
- Mesh Size: 18x35*
- Effective Size: 0.45-0.55 mm*
- Uniformity Coefficient: 1.6 or less*
- Acid Solubility: 0.3-1.6%
- Specific Gravity: 2.65-2.75

CONDITIONS FOR OPERATION

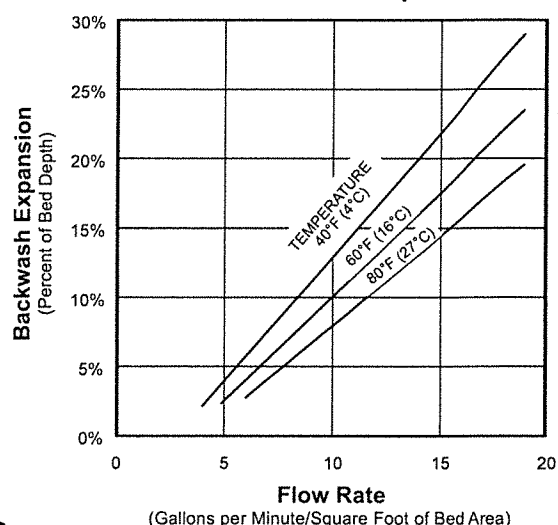
- Bed depth: 18-30 in.
- Freeboard: 20% of bed depth (min.)
- Backwash flow rate: 15-20 gpm/sq. ft.
- Backwash bed expansion: 20% of bed depth
- Service flow rate:
 - Municipal: 1.5-2 gpm/sq. ft.
 - Industrial: 3 gpm/sq. ft.
 - Domestic: 5 gpm/sq. ft.

*All physical properties and conditions for operation are the same for gravel with the exception of mesh size, effective size and uniformity coefficient.

Service Flow Pressure Drop



Backwash Bed Expansion



Red Flint Gravel and Filter Sand are manufactured by
 Red Flint Sand and Gravel LLC is classified by
 Underwriters Laboratories Inc.® in Accordance with
 Standard NSF/ANSI 61

ORDER INFORMATION

Part No.	Description	Cu. Ft./Bag	Wt./Cu. Ft.*	Bags/Pallet	Weight/Pallet	Pallet Dimensions
A8071	Filter Sand (0.44-0.55 mm)	1	100 lbs.	30	3050 lbs.	42" x 40" x 45"
A8072	#20 Flint (1.65-2.0 mm)	1	100 lbs.	30	3050 lbs.	45" x 41" x 40"
A8072-01	#20 Flint (1.65-2.0 mm)	0.5 (50 lbs.)	100 lbs.	40	2050 lbs.	42" x 40" x 30"
A8073	1/4 x 1/8 Flint	1	100 lbs.	30	3050 lbs.	42" x 40" x 44"
A8073-02	1/4 x 1/8 Flint	0.5 (50 lbs.)	100 lbs.	40	2050 lbs.	42" x 40" x 30"
A8074	1/2 x 1/4 Flint	1	100 lbs.	20	2050 lbs.	42" x 40" x 28"
A8075	3/4 x 1/2 Flint	1	100 lbs.	20	2050 lbs.	42" x 40" x 28"
A8076	1 x 3/4 Flint	1	100 lbs.	20	2050 lbs.	42" x 40" x 28"

*Weight per cubic foot is approximate.

The information and recommendations in this publication are based on data we believe to be reliable. They are offered in good faith, but do not imply any warranty or performance guarantee, as conditions and methods of use of our products are beyond our control. As such, Clack makes no express or implied warranties of any kind with respect to this product, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. We recommend that the user determine whether the products and the information given are appropriate, and the suitability and performance of our products are appropriate, by testing with its own equipment. Specifications are subject to change without notice.

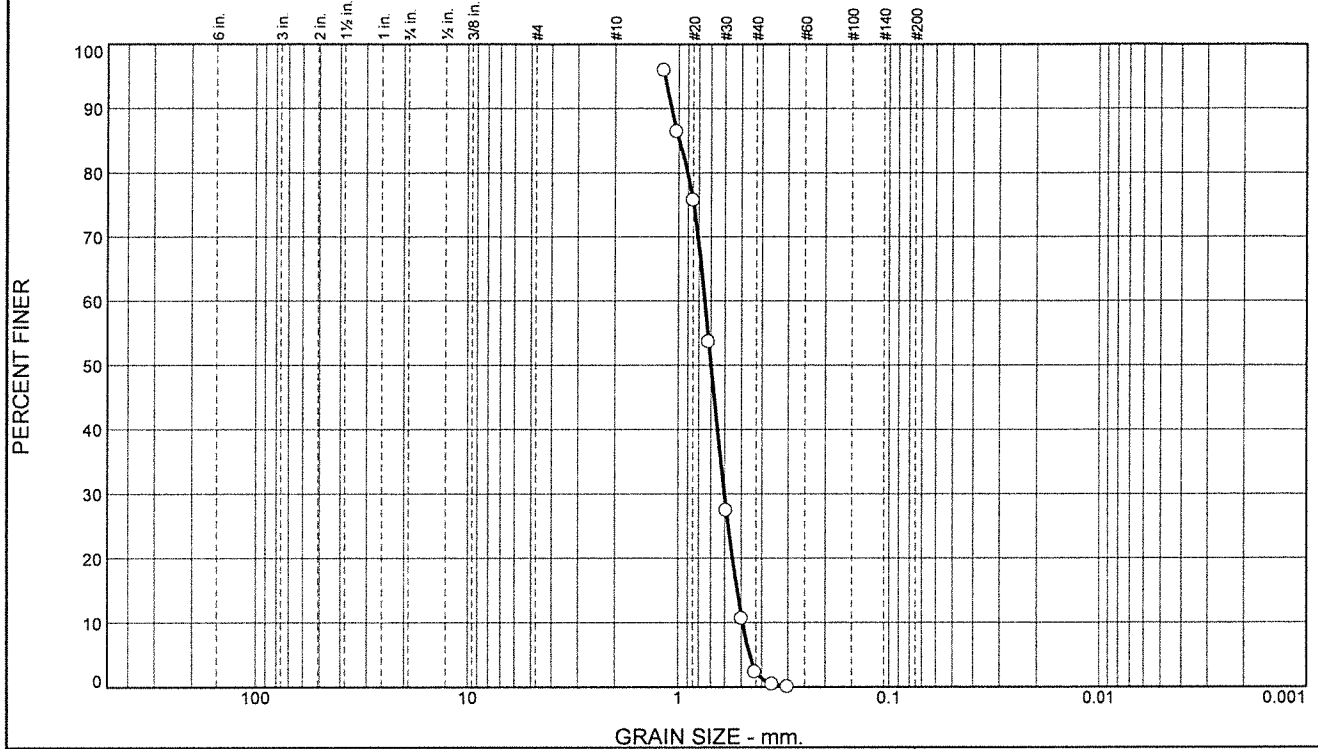
The information and recommendations given in this publication should not be understood as recommending the use of our products in violation of any patent or as a license to use any patents of the Clack Corporation.

The filter medias listed in this brochure do not remove or kill bacteria. Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

Clack will not be liable under any circumstance for consequential or incidental damages, including but not limited to, lost profits resulting from the use of our products.

CALIFORNIA PROPOSITION 65 WARNING: This product contains crystalline silica which is known to the State of California to cause cancer and other substances which are known to the State of California to cause cancer, birth defects and reproductive harm.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
					2.1	0.0	0.0

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#16	95.9		
#18	86.4		
#20	75.7		
#25	53.6		
#30	27.4		
#35	10.6		
#40	2.3		
#45	0.4		
#50	0.0		

* (no specification provided)

Material Description

.45-.55mm

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 1.0835 D₈₅= 0.9945 D₆₀= 0.7494
D₅₀= 0.6993 D₃₀= 0.6019 D₁₅= 0.5233
D₁₀= 0.4932 C_u= 1.52 C_c= 0.98

Classification

USCS= AASHTO=

Remarks

Typical production sieve analysis

Date: 11-13-15

RED FLINT SAND & GRAVEL, LLC. Eau Claire, Wisconsin		Client: Material Description: 0.45-0.55mm Sand Project No:	Figure
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Tested By: Scott McMillan Checked By: Brigitte Douthitt