

Non-Collusion
AFFIDAVIT

STATE OF LA
PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared,
Ron Naquin, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized CEO of Air Compressor Energy Sys
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. SO-00134322,
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Ron Naquin
Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 2nd
DAY OF June, 2021.

Barbara G. Cefalu
NOTARY PUBLIC

BARBARA G. CEFALU
Notary Public
Notary ID # 41285
East Baton Rouge Parish
State of Louisiana
Lifetime Commission

Updated: 2.8.2012
LA-RS § 38:2224(2011)
Code of Ord., Jeff. Parish, LA § 2-923-923.2

Non-Public Works Bid

AFFIDAVIT

STATE OF LA

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____

Ron Naquin, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized CEO of Air Compressor Energy Systems (Entity), the party who submitted a bid in response to Bid Number 50-00134322, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Debt Disclosures

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

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

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

Affiant further said:

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

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

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Ron Naquin
Signature of Affiant

Ron Naquin
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 2nd DAY OF June, 2021.

Barbara G. Cefalu
Notary Public

Barbara G. Cefalu
Printed Name of Notary

41285

Notary/Bar Roll Number

My commission expires at death.

BARBARA G. CEFALU
Notary Public
Notary ID # 41285
East Baton Rouge Parish
State of Louisiana
Lifetime Commission

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- * 15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. 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, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
- 16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
- 17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

See Page 1 for Conflicts of Interest Statement

REVISED PER ADDENDUM 1

Request for Proposal 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.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(6) of the Jefferson Parish Code of Ordinances**

Instruction sheet may be omitted when submitting the affidavit

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 JULY 1, 2021 .

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

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

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Air Compressor Energy System

ADDRESS: 10151 South Perdue

CITY, STATE: Baton Rouge, Louisiana ZIP: 70814

TELEPHONE: (225) 272-2722 FAX: (225) 272-1424

EMAIL ADDRESS: Sales@acesgs.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 by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 50-00134322

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 54,947.00

AUTHORIZED SIGNATURE: Ron Naquin

Ron Naquin
Printed Name

TITLE: CEO

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.: 50-00134322

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	ONE TIME PURCHASE OF PUMP STATION AIR COMPRESSOR 0010 Duplex Air Compressor Package 45.9 CFM @250 psig/pump=98.8 Total CFM	\$28,737.00	\$28,737.00
2	1.00	EA	0020 Single Electric Skid Mount PL-40A Compressor 45.9 CFM @250 psig/pump Base Mount Only	\$12,540.00	\$12,540.00
3	2.00	EA	0030 T6C TDI Air Starters TDI/T6C Turbin Starters with Solenoids and TurboFlow Regulators 2" NPT/With Gauges	\$6,835.00	\$13,670.00

HOME OFFICE
 10151 S. Perdue (70814)
 P.O. Box 77082
 Baton Rouge, LA 70879
 Ph. 225-272-2722
 Fax 225-272-1424



New Orleans
 Ph 504-348-2214

Lafayette
 Ph 337-981-7370

Shreveport
 Ph 318-458-8165

Name: Donna M. Evans
 Company Jefferson Parish Bid# 50-00134322
 City, St: Gretna, LA 70053
 Phone: 504-364-2691
 Email: dmevans@jeffparish.net

DATE June 2, 2021
 Quotation # 16689
 Quotation valid until: July 2, 2021
 Prepared by: PAR

Quotation

QTY.	Description	AMOUNT (each)
1	HPL15D-24, Champion Duplex 15HP Pressure Lubricated Electric Stationary Compressor, 91.6@250psi. On A Horizontal 240 Gallon Tank Rated for 250 psi. Rated for 460/3/60	\$ 28,737.00
Note	Above Compressor Includes: TEFC Motor, Air Cooled After Coolers, Low Oil Stop Control and Pressure Switch, Electric Tank Drain, Vibration Isos, Premium Extended Warranty Kit, w/ Oil Filters, Air Filters,V-Belts and Oil	#N/A
		#N/A
1	BPL15, Champion Simplex 15HP Pressure Lubricated Electric Stationary Compressor, 45.8cfm@250psi. Rated for 460/3/60	\$ 12,540.00
Note	Above Compressor Includes: TEFC Motor, Air Cooled After Coolers, Low Oil Stop Control and Pressure Switch, Electric Tank Drain, Vibration Isos, Premium Extended Warranty Kit, w/ Oil Filters, Air Filters,V-Belts and Oil	#N/A
		#N/A
2	T6C TDI Air Starters, TDI/T6 Turbine Starters w/ Solenoids and TurboFlow Regulators 2" NPT/With Gauges	\$ 13,670.00

Purchases 20k Or More Will Require 25% Down Payment

Freight: Prepay and add FOB Factory

Pricing: State and local taxes, that may apply, are not included in the pricing.

Terms: Net 30 Days

Financing (Leasing Options) Available

Installation and commisioning not included.

June 1,2021 a 3% Convenience Fee will be charged on all Credit Card Payments

THANK YOU FOR YOUR BUSINESS!

Roland Szubinski
 South East LA Sales
rolands@acesgs.com

Patricia Rayborn
 Inside Sales
sales.tech@acesgs.com

Standard Terms and Conditions
for Sales After 07-01-18

1. **General** Any written or oral order received from Buyer by ACES ("Company") is governed by the Standard Terms and Conditions of Sale outlined herein ("Terms"). COMPANY'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS. Company rejects any terms and conditions inconsistent with these Terms and to any other terms proposed by Buyer in accepting Company's proposal. No agreement, oral or written, in any way claiming to modify these Terms and Conditions will be binding on Company unless agreed to in writing by an authorized representative of Company.
2. **Taxes** Prices do not include any present or future Federal, State, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this order ("Taxes"). All Taxes will be itemized separately. Buyer will be responsible for the payment of any Taxes to Company unless Buyer provides a valid exemption certificate. If the exemption certificate is not recognized by the governmental taxing authority, Buyer will reimburse Company for any Taxes, including any interest or penalty assessed against Company.
3. **Warranty.** Is determined Solely by the direct manufacturer of the goods, ACES does not determine warranty.
4. **Shipment; Delivery; Title and Risk of Loss.** All delivery dates are approximate. Company is not responsible for damages resulting from any delay. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the shipment carrier at Company's facility. Unless otherwise stated, Company may exercise its judgment in choosing the carrier and means of delivery. No deferment of shipment at Buyers' request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Company harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Company due to Buyer's acts or omissions.
5. **Price; Payment.** Prices stated on Company's Quote are valid for thirty (30) days, except as explicitly otherwise stated therein, and do not include any sales, use, or other taxes or duties unless specifically stated. Company reserves the right to modify prices to adjust for any raw material price fluctuations. Unless otherwise specified by Company, all prices are F.C.A. Company's facility (INCOTERMS 2010). Payment is subject to credit approval and payment for all purchases is due thirty (30) days from the date of invoice (or such date as may be specified by Company's Credit Department).
6. **Governing Law.** This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Louisiana, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of East Baton Rouge, LA with respect to any dispute, controversy or claim arising out of or relating to this agreement.
7. **Termination.** Company may terminate this agreement for any reason and at any time by giving Buyer thirty (30) days prior written notice. Company may immediately terminate this agreement, in writing, if Buyer: (a) breaches any provision of this agreement (b) appoints a trustee, receiver or custodian for all or any part of Buyer's property (c) files a petition for relief in bankruptcy on its own behalf, or one if filed by a third party (d) makes an assignment for the benefit of creditors; or (e) dissolves its business or liquidates all or a majority of its assets.
8. **User Responsibility.** The user, through its own analysis and testing, is solely responsible for making the final selection of the system and Product and assuring that all performance, endurance, maintenance, safety and warning requirements of the application are met. The user must analyze all aspects of the application and follow applicable industry standards and Product information. If Company provides Product or system options based upon data or specifications provided by the user, the user is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products or systems.
9. **LIMITATION OF LIABILITY.** IN NO EVENT IS COMPANY LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT COMPANY'S WRITTEN CONSENT, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL COMPANY'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
10. **Entire Agreement.** This agreement contains the entire agreement between the Buyer and Company and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged. The terms contained herein may not be modified unless in writing and signed by an authorized representative of Company.
11. **Compliance with Laws.** Buyer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including those of the United States of America, and the country or countries in which Buyer may operate, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act") and the U.S. Food Drug and Cosmetic Act ("FDCA"), each as currently amended, and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), and agrees to indemnify and hold harmless Company from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is familiar with the provisions of the FCPA, the FDA, and the Anti-Kickback Act, and certifies that Buyer will adhere to the requirements thereof.
12. **Waiver and Severability.** Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice Company's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
13. **Force Majeure.** Company does not assume the risk and is not liable for delay or failure to perform any of Company's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Company's reasonable control.
14. **Improper Use and Indemnity.** Buyer shall indemnify, defend, and hold Company harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, application, design, specification or other misuse of Products purchased by Buyer from Company; (b) any act or omission, negligent or otherwise, of Buyer; (c) Company's use of patterns, plans, drawings, or specific
15. **Buyer's Obligation;** Rights of Company. To secure payment of all sums due or otherwise, Company retains a security interest in all Products delivered to Buyer and this agreement is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Company as its attorney to execute and file on Buyer's behalf all documents Company deems necessary to perfect its security interest.
16. **Storage Fee** If Buyer is not able to accept delivery on the date agreed to by the parties, Buyer will pay Company a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Company is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Company reserves the right to postpone or to discontinue work. In such event, Company may charge Buyer an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Company.
17. **Order Cancellation** If Buyer cancels an order, Buyer will pay a cancellation fee to Company in an amount equal to Company's direct out of pocket costs incurred plus a percentage of the order value to cover sales and administrative expenses.
18. **Assignment** Buyer will not assign or transfer this contract without the prior written consent of Company, and such consent will not be unreasonably withheld. Additionally, Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of Company. In the event that Buyer does not provide such notice to Company and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
19. **No Waiver** No waiver by Company of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, partial exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof.