



ARI Phoenix, Inc

4119 Binion Way
Lebanon, Oh 45036
www.ari-hetra.com
513.229.3750



May 24, 2022

Donna Reamey
Jefferson Parish Purchasing Dept.
200 Derbigny St.
General Government Bldg, Ste 4400
Gretna, LA 70053

Dear Ms. Reamey,

ARI Phoenix, Inc. (d/b/a ARI-Hetra) is quoting a comparable Wireless, Adjustable Carriage Mobile Column Vehicle Lift System with **ARI-Hetra model # BPW-10-4-AJ** (4-posts) at 18,000 lbs per post and 72,000 lbs per total system (rated at 1.2x capacity). These Lifts are manufactured after receipt of order and current delivery time is 150-180 days after receipt of order. Pricing includes extended warranty with 3 year parts and 2 year labor warranties, including certified yearly inspection.

ARI-Hetra is a small business in Lebanon, Ohio, but we employ a national network of Regional Sales Managers and certified ARI-Hetra service technicians. ARI-Hetra Lifting systems has offered the safest, most reliable method for lifting Heavy-Duty vehicles for 30+ years.

These Lifts use a recirculating ball-bearing screw to lift a heavy vehicle and are friction free with low power draw on motors. When properly cared for, these Mobile Lifts will last approximately 20 years. For safety, these Lifts have a brake system that is always engaged unless you send power to them. As soon as you remove your finger from the button, the Lift system can be walked under safely. We also have a secondary safety wedge that is always engaged with no input needed from the user.

ARI-Hetra Wireless Mobile Column Lift Systems offer:

- A Precision Ball Screw Lifting Mechanism, with a simple mechanical drive.
- Ball screw technology has a longer life than ACME thread.
- No possibility of leaking seals.
- Over 100 ball bearings sealed with grease fitting to ensure low friction.
- Natural and redundant column synchronization.
- Precision Height Adjustment (inching).
- Lifetime performance.

Included are the catalog pages, specifications, critical safety and performance criteria and Capability Statement for ARI-Hetra Mobile Column Lifts. You can also view these BPW Lifts on our website at: <https://www.ari-hetra.com/product/wireless-mobile-column-lifts/>.



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If you have any questions on this equipment, please contact me or **Ronnie Sipps**, the Regional Sales Manager in your area, who can be reached at 513-229-3750 or by mobile at 214-918-7831.

Best Regards,

Tekla Goodwin

Tekla Goodwin
Contracts Specialist
office 513-229-3750
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teklagoodwin@ari-hetra.com





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Cage Code: 7H2W1
Duns #079968600
GSA #GS-07F-291AA



CAPABILITY STATEMENT

ARI Phoenix, Inc. is a customer focused small company specializing in maintenance equipment for heavy-duty vehicles to include:

Mobile Lifting Systems, Wheel Service & Exhaust Extraction Systems.

ARI-HETRA systems are used in over 40 different industries such as military bases, heavy-duty automotive repair shops, airlines & airport authorities, fire departments, school districts, & transit, bus, & coach companies.

DIFFERENTIATORS

■ **30 year old ARI-Hetra American- Made Mobile Lifts** approved by ALI, and NRTL certified MET Labs.

■ **Mobile Lifting Systems achieved with a Ball-Screw Design** (not hydraulics which can lead to leaking seals or cut hoses).

■ **Wireless, Line Powered, or Battery-Operated Mobile Column Lifts**, offering absolute control of lifting systems.

■ **Mobile Lifts have Safety Braking System** and Mechanical Lock-Wedge (no long-step procedure to ensure vehicle is properly locked).

■ **Line and Battery-Powered Mobile Column Lifts have a Unique Built-In Load Cell**, which prevents operation if capacity overload is detected.

CORE COMPETENCIES

ARI-HETRA equipment is built and assembled in compliance with the highest standards. We pride ourselves on providing the finest heavy-duty service equipment on the market:

- Line, Battery-Powered, and now Wireless Mobile Column Lifts
- HDXL Scissor Lifting Systems
- Heavy-Duty Truck Tire Changers & Tire Balancers
- Tire Inflation Cages, Wheel Dollies, & Floor Jacks
- Disc Brake Lathes; Disc, Drum & Flywheel Lathes
- Heavy-Duty King Pin Press, Electro-Hydraulic Press
- Accessories (eg. Transmission Jack, Engine Hoist, Support Stands)
- Exhaust Extraction Systems

PAST PERFORMANCES

- **Los Angeles Metro** (On-Vehicle Disc Brake Lathe; POC is Frank Forde at 213-922-5928)
- **MV Transit** (On-Vehicle Disc Brake Lathe; POC is Humberto Marazzi at 702-647-5157)
- **S&J Construction** (Mobile Column Lifts; POC is Joe Rogers at 708-331-1816)
- **Verizon** (Mobile Column Lifts; POC is Rob LoMonaco at 908-559-4413)

NIGP CODES

075-44 / 075-36 / 075-03 / 075-81 / 075-84 / 075-54 / 075-41 / 075-43



WIRELESS MOBILE COLUMN LIFTS BPW SERIES

The ONLY Wireless Mobile Column Lift powered by a low friction re-circulating ball-screw for precise control and ultimate efficiency.

- Wirelessly communicates with up to 8 columns, creating a lifting system for vehicles weighing up to 144,000 lbs.
- Each column can communicate on 10 different frequency channels, allowing operation of multiple sets in the same area.
- A dependable channel-hopping feature eliminates interference caused by other radio systems.
- The ball-screw mechanism requires little maintenance, is lightweight, and does not leak like hydraulic systems may.
- The slim design H-beam support column provides improved access around the lift.



Ball-Screw Technology



Wireless Communications



Long Battery Life



Redundant Safety System



H-Beam Support Column



Standard Wireless Lifts			
Model	Capacity Per Post	Carriage Width	Fork Length
BPW-6-M	12,000 lbs.	32.28 in. (820mm)	16 in.
BPW-6-AJ	12,000 lbs.	35.43 in. (900mm)	15 in.
BPW-9-M	16,000 lbs.	32.28 in. (820mm)	16 in.
BPW-9-AJ	16,000 lbs.	35.43 in. (900mm)	15 in.
BPW-10-AJ	18,000 lbs.	35.43 in. (900mm)	13 in.

Power (per post):

- 110V, 60Hz, 1-PH.
- 48V DC - (4) 12V Batteries.
- 3 Amps charging max.
- 8-hour charging cycle.
- 2 HP Motor.



Adjustable carriage options available.

Specialty Wireless Lifts			
Model	Capacity Per Post	Carriage Width	Fork Length
BPW-6-XXW	12,000 lbs.	48.23 in. (1,225mm)	20 in.
BPW-8-20	15,000 lbs.	31.5 in. (800mm)	
BPW-8-20W	15,000 lbs.	35.43 in. (900mm)	16 in.
BPW-9-XW	16,000 lbs.	36.61 in. (930mm)	

ARI
hetra™



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BPW-10-4-AJ

Mobile Column Lift Specifications

SERIES COMPARISON

Key Feature	LP Series	BPW Series	CB Series
Power	Line Powered, 230/440VAC, 3 ph, typical 1 amp per ton.	48 VDC, rechargeable batteries	48 VDC, rechargeable batteries
Communications	Wired, embedded with power supply cable; may be suspended	Wireless	Cable connected via slim, suspended coaxial cable

STANDARD MODELS

Model <small>x = number of posts</small>	Capacity Per Post	Capacity per System*	Carriage Width	Fork Length
LP-6-x-M BPW-6-x-M CB-6-x-M	12,000 lbs.	2 post - 24,000 lbs 4 post - 48,000 lbs 6 post - 72,000 lbs 8 post - 96,000 lbs	32.28 in. (820mm)	16 in.
LP-6-x-AJ BPW-6-x-AJ CB-6-x-AJ	12,000 lbs.	2 post - 24,000 lbs 4 post - 48,000 lbs 6 post - 72,000 lbs 8 post - 96,000 lbs	Adjustable: 20.47 in - 35.43 in. (520mm - 900mm)	15 in.
LP-9-x-M BPW-9-x-M CB-9-x-M	16,000 lbs.	2 post - 32,000 lbs 4 post - 64,000 lbs 6 post - 96,000 lbs 8 post - 128,000 lbs	32.28 in. (820mm)	16 in.
LP-9-x-AJ BPW-9-x-AJ CB-9-x-AJ	16,000 lbs.	2 post - 32,000 lbs 4 post - 64,000 lbs 6 post - 96,000 lbs 8 post - 128,000 lbs	Adjustable: 20.47 in - 35.43 in. (520mm - 900mm)	15 in.
LP-10-x-AJ BPW-10-x-AJ CB-10-x-AJ	18,000 lbs.	2 post - 36,000 lbs 4 post - 72,000 lbs 6 post - 108,000 lbs 8 post - 144,000 lbs	Adjustable: 20.47 in - 35.43 in. (520mm - 900mm)	13 in.

*LP models do not include an 8 post system (only 2, 4, and 6 post systems available).



SPECIALTY MODELS

Model <small>x = number of posts</small>	Capacity Per Post	Capacity per System*	Carriage Width	Fork Length
LP-6-x-XXW BPW-6-x-XXW CB-6-x-XXW	12,000 lbs.	2 post - 24,000 lbs 4 post - 48,000 lbs 6 post - 72,000 lbs 8 post - 96,000 lbs	48.23 in. (1,225mm)	20 in.
LP-8-x-20 BPW-8-x-20 CB-8-x-20	15,000 lbs.	2 post - 30,000 lbs 4 post - 60,000 lbs 6 post - 90,000 lbs 8 post - 120,000 lbs	31.5 in. (800mm)	
LP-8-x-20W BPW-8-x-20W CB-8-x-20W	15,000 lbs.	2 post - 30,000 lbs 4 post - 60,000 lbs 6 post - 90,000 lbs 8 post - 120,000 lbs	35.43 in. (900mm)	
LP-9-x-XW BPW-9-x-XW CB-9-x-XW	16,000 lbs.	2 post - 32,000 lbs 4 post - 64,000 lbs 6 post - 96,000 lbs 8 post - 128,000 lbs	36.61 in. (930mm)	

*LP models do not include an 8 post system (only 2, 4, and 6 post systems available).

SUMMARY OF CRITICAL SPECIFICATIONS

Critical Safety Specifications

1. The Mobile Column Lift shall utilize a drive screw (recirculating ball screw is preferred) as its primary mechanical powertrain device for raising and lowering the load-engaging lift carriage and shall not rely on pressurized fluids or related hoses and fittings.
2. Emergency raising or lowering of the load may be executed by use of simple hand tools and human power.
3. Lift shall provide an “anti-crush” switch which stops all lifts if the motion of any carriage is slowed due to descending upon an object left in its path.
4. Each Mobile Column Lift will include dual independent and redundant mechanically operated safety mechanisms designed to hold the lifted load should catastrophic failure of the drivetrain occur.
 - a. The first safety mechanism will include an automatically and continuously engaged, spring-actuated motor brake which safely holds the carriage in position indefinitely without risk of operator error or mechanical linkage failure present in a requirement to lower onto and engage movable “locks”.



- b. The second safety mechanism will consist of a two-piece mechanical safety wedge designed to secure the load-engaging carriage to the main column structure.
 - c. To avoid damage or injury in certain circumstances which may result from upward movement, the lift shall be able to move directly downward without first having to rise off of mechanical “locks” in the normal course of operation.
5. For maximum strength, carriage shall wrap around the central post. Internal carriage mounting structures not accepted.
 6. To minimize potential for inadvertent activation by a remote controller between adjacent bays resulting in damage or injury, any remote shall operate by connected wire only. Wireless remotes shall not be accepted.
 7. Mobile Column lifts will have been rigorously tested and third party certified in accordance with the current revision of ANSI/ALI ALCTV Standard which identifies the safety requirements for construction, testing, and validation of lifts.

Critical Operating Performance Specifications

(to optimize Lifetime Operating Cost, Reliability, Serviceability, Environmental Impact)

1. For reliability, decades-long service life and minimum energy consumption, lift movement shall be accomplished by a highly efficient, low friction recirculating ball-screw mechanism.
2. For eco-responsibility, cost and convenience, lift mechanism shall contain no hydraulic fluid, nor other fluid requiring recharging, exchange or disposal.
3. For low lifetime operating cost lift shall be battery powered, operating on commercially available batteries. (BPW and CB Models)
4. For energy conservation, downward motion of the lift carriage shall generate power which charges the batteries. (BPW and CB Models)
5. For reliable visibility and operation in a shop environment, lift shall be controlled via membrane-style buttons not via touch-screens which may be expensive and difficult to replace.
6. Wireless connection between the columns shall be established via a keypad sequence. To eliminate reliability concerns and to prevent likelihood of misplacement, fobs are not an acceptable method for initiation of connection between posts or to activate/operate the lift. (Wireless connection: BPW Models, Lift activation: All models)
7. For strength, durability and minimum size, the central column shall be of single-piece, extruded or forged H-Beam. Bent or welded sheet metal columns are not acceptable.
8. For longevity, the front wheels which carry the heaviest load during lift positioning shall be chrome-plated steel, not made of materials with lesser wear characteristics like rubber or composite.
9. To minimize potential mechanical failure points, front wheels shall not have hydraulic or mechanical retraction linkages.



10. To avoid damage to overhead structures and lifted vehicles, lift shall be of static height, with no mast or other structure rising above that height as the lift operates.
11. To achieve a tight turning radius for operation in narrow bays the distance from the contact point of the steering wheel to the front of the lift base shall be no greater than 53 inches (for BPW/CB models) and 54 inches (for LP models).

DETAILED REQUIREMENTS

1. GENERAL

- 1.1. A heavy-duty, mobile column lift system consisting of 4 columns, which are capable of lifting 72,000 lbs per set. Each lifting column shall be mobile and easily positioned to the tires/wheels of the vehicle for lifting. The heavy-duty mobile lifting system is described in such detail as to procure an item that is ready for installation and use.
- 1.2. The lifting system must be Manufactured in the United States of America
- 1.3. The system will be finished in OSHA safety green.
- 1.4. Each column shall weigh no more than approximately 1,500 lbs (exact weight varies depending on model) permitting ease of movement during placement and storage of the lifts when not in use.
- 1.5. The lifting height shall be a minimum of 69 inches.
- 1.6. Each column must safely engage a wide range of standard truck tires and provide the ability, through moving forks or available reduction sleeves, to engage smaller diameter tires as well. Using any 2-columns and the front and rear light truck adapter accessories, this system must be able to raise smaller type vehicles and trailers from frame engaging points front and rear. This will leave wheels and tires free for maintenance.
- 1.7. This system shall have an Explosion Proof Rating of Class I, Division II.
- 1.8. The seller shall provide a factory-direct or a company certified service technician to set-up the equipment if desired and to maintain the equipment as required by the end user
- 1.9. The Mobile Lifting System shall be tested, witnessed and Certified by a Nationally Recognized Testing Laboratory (NRTL) for operational and physical conformance to the current revision of ANSI/ALI ALCTV in accordance with the new American National Standards Institute (ANSI) requirements "Safety Standard for Automotive Lift Construction, Testing and Validation", UL-201 Standard for Safety of Garage Equipment and CAN/CSA C22.2 No.0, 14, 68 and 100 Canadian Standard. The certified posts shall be NRTL listed, both electrically and structurally, and bear the ALI/MET label of compliance.

2. CONSTRUCTION

2.1. SUPPORT COLUMN

- 2.1.1. The support column shall be a single, heavy-duty wide flange H-Beam, with a section module not less than 7 inches wide.
- 2.1.2. The H-Beam should be a solid, one piece, hot-rolled steel column.
- 2.1.3. The flanges of the beam shall be precision-machined to allow smooth operation of the lift carriage rollers.
- 2.1.4. Three quarter inch (3/4") diameter counter-bores on two-inch (2") centers shall be machined vertically into the web of the H-Beam, to provide an indent for operation of the mechanical safety lock.

2.2. LIFT CARRIAGE

- 2.2.1. Lifting carriage width shall be either
 - 2.2.1.1. Medium Width Carriage (M) 32.28in./820mm with 16" fork length,
 - 2.2.1.2. Adjustable Width Carriage (AJ) 20.47in - 35.43in./520mm - 900mm with 13" or 15" fork length,
 - 2.2.1.3. Wide Width Carriage (W) 35.43in./900mm with 20" fork length,
 - 2.2.1.4. Extra-Wide Width Carriage (XW) 36.61in/930mm with 16" fork length,
 - 2.2.1.5. Extra-Extra Wide Width Carriage (XXW) 48.23 in. (1,225mm) with 20" fork length, or
 - 2.2.1.6. Standard 31.5in./800mm Width Carriage with 20" fork length.
- 2.2.2. The lift carriage assembly shall form a box-like structure around the support column and be guided with four (4) flanged rollers.
- 2.2.3. The bearings shall be self-lubricating type, requiring no lubrication.
- 2.2.4. The bearing shafts shall insert from the outside and provide for easy removal for inspection or replacement of rollers.
- 2.2.5. Each carriage shall have a removable access panel on the front for easy entry to all safety solenoids and switches.

2.3. SUPPORT BASE

- 2.3.1. The support base shall be mobile; complete with casters both rigid and swivel caster shall be provided.
- 2.3.2. A hydraulic jack shall be mounted on the steering end and shall be capable of raising the base above the floor one and three quarter inches (1.75") to provide adequate clearance when moving lifting post over uneven surfaces.
- 2.3.3. A handle shall be attached to the steering mechanism and be spring-loaded to the vertical position.



3. DRIVE MECHANISM and SAFETY DEVICES

3.1. MOTOR, BRAKE AND DRIVE

3.1.1. The motor shall be totally enclosed,

3.1.1.1. 208/230 or 440 volts, 60 hertz, 3 phase synchronous motor (LP Series)

3.1.1.2. 110 volts, 60 hertz, 1 phase synchronous motor (BPW and CB Series)

3.1.1.3. The motor shall be a minimum of 2 hp.

3.1.1.4. The motor shall be equipped with a spring-loaded brake which engages automatically at ANY height, eliminating the need to manually engage a mechanical safety locking mechanism in order to safely work on the vehicle.

3.1.1.5. The brake shall have a means for attaching a handle, which allows manual release of the brake for lowering of lift should an electrical power failure occur without disassembly of the motor or enclosures to perform intended function.

3.1.1.6. The motor shall provide a hex socket drive which allows emergency manual lifting of the load with simple hand tools and human power.

3.1.1.7. The motor shall be sealed and self-lubricating.

3.1.1.8. A reduction gearbox shall be provided for connecting the motor to the ball screw drive assembly.

3.1.1.9. The motor/drive assembly shall generate power and recharge the batteries during carriage descent, increasing the time intervals between recharge cycles.

3.2. BALL SCREW AND NUT DRIVE

3.2.1. The Mechanical lifting drive shall be a recirculating ball bearing screw shaft and nut.

3.2.2. Brass or bronze type nuts or “acme” threaded nuts are not acceptable due to parasitic nature of design causing additional maintenance costs and maintenance of cleaning spindle.

3.2.3. Hydraulic lifting cylinders are not acceptable due to: Inherent leaking of hydraulic fluid, Additional weight of columns reduces mobility of lifts, Difficulty to synchronize the lifting posts, Additional maintenance of fluid replacement, Inconsistent operation in cooler temperatures, Manual secondary locking mechanism is required during use.

3.2.4. The ball screw shall be the ball bearing type and shall be completely self-contained within the nut.



- 3.2.5. There shall be no separate or external races on the nut for re-circulating the ball bearings.
- 3.2.6. Lubrication of the ball screw shaft and nut shall not be necessary more than twice a year.
- 3.2.7. A Zerk type fitting shall be provided to perform necessary lubrication.
- 3.3. MECHANICAL SAFETY DEVICE
 - 3.3.1. A redundant mechanical wedge-type safety device, independent of the ball screw shaft and nut, shall be provided.
 - 3.3.2. The safety device shall automatically wedge between the lifting carriage and the H-Beam creating a redundant measure of safety.
 - 3.3.3. A proximity switch shall be provided which automatically stops operation of all lifting posts when mechanical safety lock engages or if an obstacle comes in contact with the lifting carriage during descent.

4. GENERAL ELECTRICAL & CONTROL REQUIREMENTS

- 4.1. All wiring shall be labeled with numbers corresponding to it on electrical/schematic to assist in troubleshooting.
- 4.2. All switches shall be watertight.
- 4.3. All circuitry shall be on a printed circuit board (PCB) interfacing with all control wiring, motion detection and speed control.
- 4.4. Each PCB will have self-diagnostic lights, indicating operation mode.
- 4.5. The PCB shall be furnished with moisture protection.
- 4.6. The Column Controls shall enable user defined operation between three (3) different modes of operation
 - 4.6.1. Automatic Mode "A" - In automatic mode, all columns operated simultaneously, the LED display shall show an "A"
 - 4.6.2. Single Mode "S" - LED Display shows an "S" when selector switch is in single column position allowing the use of a single, user defined, column.
 - 4.6.3. Group Mode "G" - In group mode the user defines which lifting columns of the system are used during operation, the LED display shall show a "G"
- 4.7. When a safety device has been activated the LED Display shall be capable of showing the user a specific Error Code to assist the user in determining cause of shutdown.
- 4.8. All up and down switches must be dead-man type, requiring constant pressure by an operator to raise or lower.
- 4.9. One no-contact proximity switch per column shall stop the operation of the column when the carriage has reached the top position and shall provide input to ensure movement and position synchronization between all columns in lifting system.
- 4.10. One no-contact proximity switch per column shall stop the operation of the column when the carriage has reached the fully lowered position.

- 4.11. A no-contact proximity “mechanical safety lock switch” shall be actuated by the ball screw nut when the mechanical safety lock engages. If an obstruction blocks the lifting carriage from lowering, the proximity switch will shut the entire system off.
- 4.12. LIFT CARRIAGE MOVEMENT DETECTOR: A no-contact proximity switch shall detect the up and down movement of the lift carriage and if any of the following occurs, shall stop operation of all lifting posts:
 - 4.12.1. Lifting carriage does not move up or down.
 - 4.12.2. Lifting carriage moves up or down faster or slower than other lifting posts by preset limit, this proximity switch shall momentarily stop the applicable column(s) and synchronize the columns during operation.
 - 4.12.3. When lifting carriage is lowering, if carriage exceeds preset lowering speed, system will shutdown and safety lock will automatically engage.

5. LP SERIES ELECTRICAL REQUIREMENTS

5.1. LP SERIES - POWERBOX

- 5.1.1. Each lift system shall be furnished with one removable power supply box which shall be capable of mounting to any of the columns as desired by the user.
- 5.1.2. The control box shall be mounted onto a column by means of two (2) mounting rails, thereby enabling the power box to be easily removed and relocated without use of tools onto any other column without reconfiguring the wiring system of the other posts and/or relocation of other boxes.
- 5.1.3. A (30') long power cable shall be connected to the main control/power box
- 5.1.4. The powerbox shall provide a Power On Switch which resets electronics in the event of a fault shutdown.
- 5.1.5. A built-in transformer shall be provided in the power box in order to accept 3-phase current.
- 5.1.6. An electrical phase sensing and control device shall be provided in the removable power box which shall perform the following functions:
 - 5.1.6.1. Automatically detect input phase rotation and set the proper output phase rotation via two (2) 208/440 power relays.
 - 5.1.6.2. Prevent unit from operating if any phase is inoperative.
 - 5.1.6.3. Detect low voltage and shutdown system.

5.2. LP SERIES - COLUMN CONTROLS

- 5.2.1. Shall be mounted into an anodized aluminum extruded enclosure.
- 5.2.2. A red mushroom palm operated switch labeled EMERGENCY STOP SWITCH must be provided which completely stops operation of all lifting posts when actuated.

5.3. LP SERIES - INTERCONNECT CABLES

- 5.3.1. The interconnecting cables shall be a single, multi-conductor cable foot (30') long providing power and inter-column communications.
- 5.3.2. The outer sheath of all cables shall be of a SOOW type providing resistance to wear and damage and impervious to fuels, oils or other fluids common in a vehicle repair facility.
- 5.3.3. The interconnecting cables shall have a quick disconnect plug on each end which attaches securely to each post.

5.4. LP SERIES - TERMINATING PLUG

- 5.4.1. A connector shall be provided which must be installed in the last post in a series, completing the circuit for the system connected to the powerbox.
- 5.4.2. The termination plug shall function as an operator lockout when not attached.

6. BPW & CB SERIES ELECTRICAL REQUIREMENTS

6.1. BPW & CB SERIES - POWER SOURCE

- 6.1.1. Each column shall be powered by four Deep Cycle Sealed Batteries 12 VDC combined to provide stable 48 VDC. The 48 VDC on board power supply shall incorporate a built in recharging system. The battery charger should be self contained and standard 110V outlets shall be sufficient to use for charging the batteries.
- 6.1.2. The Battery Charger shall support multiple input voltages to ensure use capabilities if the lifting system is deployed outside the USA.
- 6.1.3. Battery enclosure shall provide for easy access to all batteries at ground level.
- 6.1.4. The main power shall be fused between the primary power switch and the motor/control circuits to protect against overload. Columns without input power fusing are not acceptable.
- 6.1.5. When fully charged, the on board battery power system shall be capable of 25 lifting/lowering cycles at full capacity and 45 lifting cycles at half load. Lifting systems not capable of at least 20 lifting/lowering cycles at full capacity are unacceptable.

7. BPW SERIES WIRELESS COMMUNICATIONS

- 7.1. The lifts shall be free to move without any restriction from communication cables.
- 7.2. The Wireless Systems shall allow for up to eight columns to be selected on one communication channel.
- 7.3. Each lift system shall have a minimum of 10 communication channels that will allow for multiple sets of Battery Powered Wireless Mobile Column Lifts to be operated at the same time close to one-another without interference.



- 7.4. Wireless communication will have an automatic frequency control (AFC) to ensure that once the communication was established for a set of lifts, no other unit will interfere with the initial communication and will automatically select another channel.
- 7.5. The Lifts will communicate on an ISM Band that will allow for a digital narrow-band channel filtering for precise and safe operation.
- 7.6. For secure communication, the wireless system shall be certified to Level SIL 2 according to IEC 61508 Standards for Secure Data Transfer, in order to avoid interference with any type of radio communication equipment. (Airport, Military, Emergency Services etc.)

8. CB SERIES COMMUNICATIONS CABLES

- 8.1. Each column shall provide a spring actuated, retractable reel containing 30 feet of coaxial cable for communicating between posts.
- 8.2. The cable sheath shall provide resistance to wear and damage and shall be impervious to fuels, oils or other fluids common in a vehicle repair facility.
- 8.3. The cable will have an adjustable stop which, when placed in a notch on the reel-mounting bracket, shall provide strain relief so that the reel does not pull on the cable connector.
- 8.4. The cable shall have a rugged, threaded connectors which shall attach to the column at a right angle for low profile to minimize potential for damage.
- 8.5. The reel shall be attached overhead and shall provide spring force such that the cable remains safely elevated above 72" at the greatest possible column separation.

9. TECHNICAL MANUALS: Complete technical manuals including the following shall be provided.

- 9.1. Operator manual
- 9.2. Maintenance manual
- 9.3. Installation drawing
- 9.4. Spare parts list

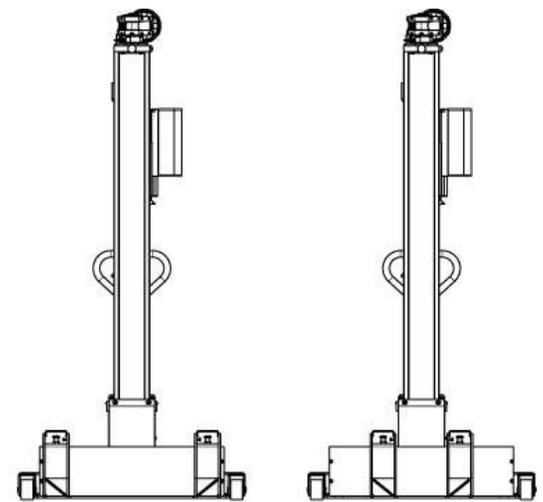
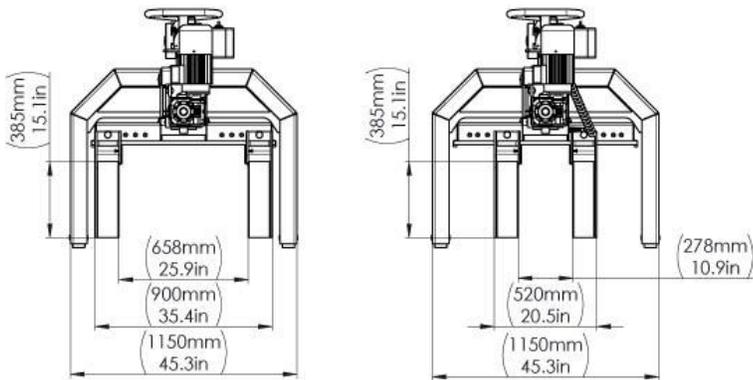
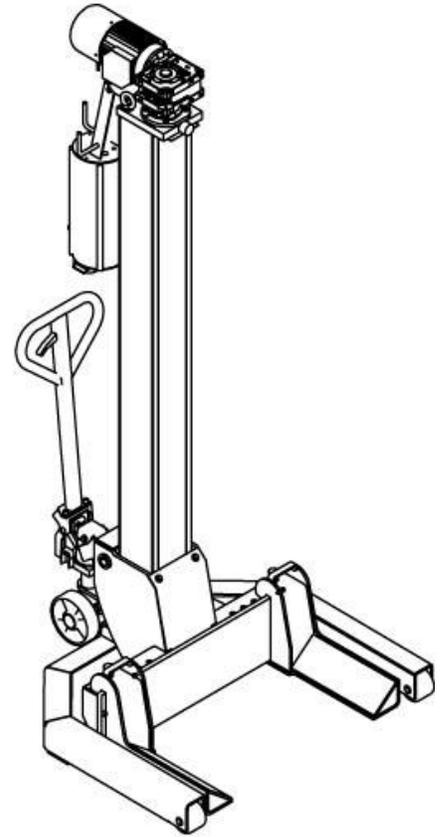
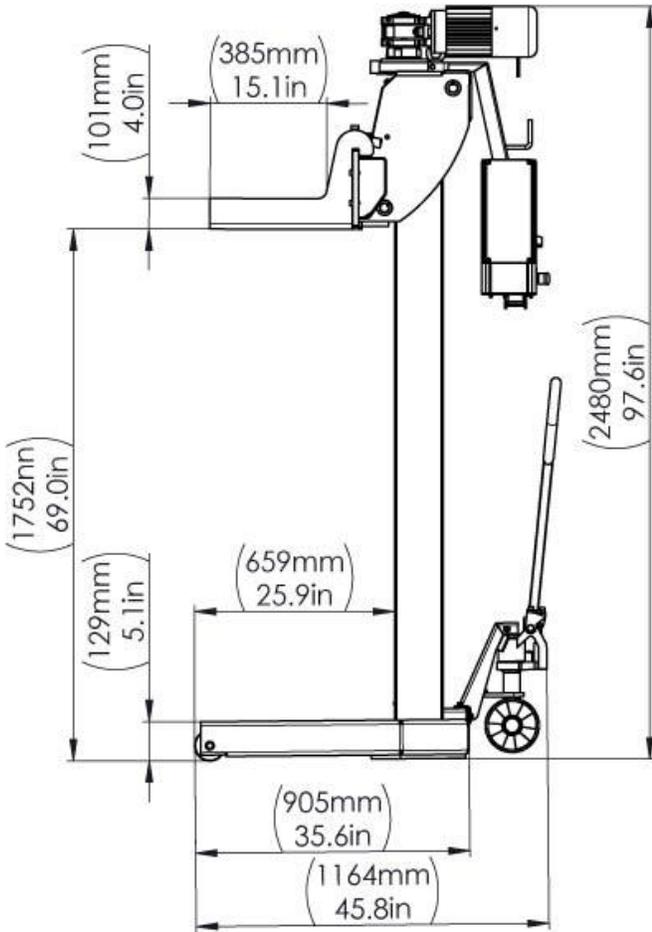
- 9.5.
- 9.6.



10. CAPACITY and DIMENSIONS

	LP Series	BPW/CB Series
Load Capacity per column	varies; refer to models listed on pages 1&2	
Load per set of 2, 4, 6, 8	varies; refer to models listed on pages 1&2	
Lifting / Lowering Speed	160 sec / 117 sec	
Max. Height of Column	97.6" (2480mm)	
Max. Raised Height	69" (1752mm)	
Length of column	46" (1169mm)	56" (1387mm)
Width of column	45.27" (1150mm)	
Length of Lifting Fork	varies; refer to models listed on pages 1&2	
Width of Lifting Carriage	varies; refer to models listed on pages 1&2	
Max. Tire Size with standard carriage with reduction sleeves	12R-24.00 to 10.00-20.00 Down to 13"	
Turning Circle	54" (1371mm)	53" (1346mm)
Supply Voltage	208/230V or 440/480V - 3Ph - 60Hz	110V/60Hz Single Phase charging batteries
Control Voltage	24Volts	24Volts
Fuse Protection	30A, set of 4 Columns 50A, set of 6 Columns	15A
Motor Power	2.4 hp (1.79KW)	2 hp (1.49KW)
Weight per column	varies, but no more than approx. 1240 lbs (562kg)	varies, but no more than approx. 1390 lbs (630kg)

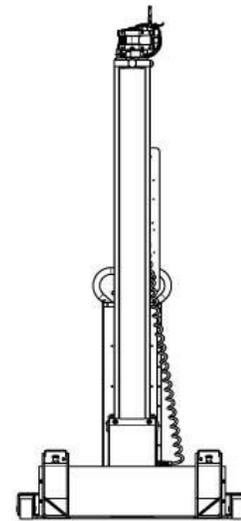
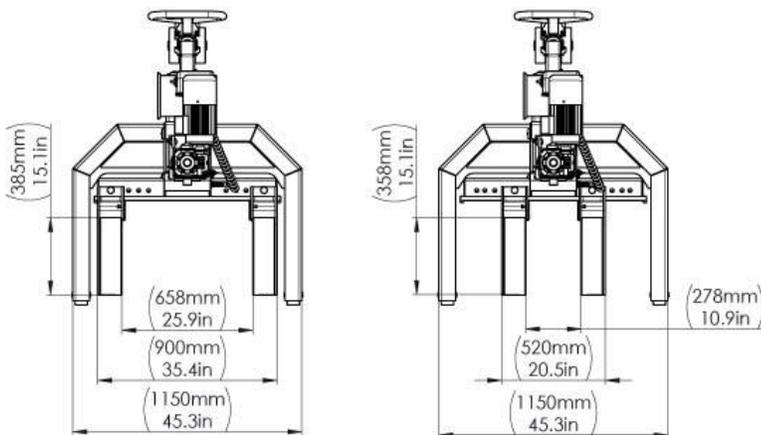
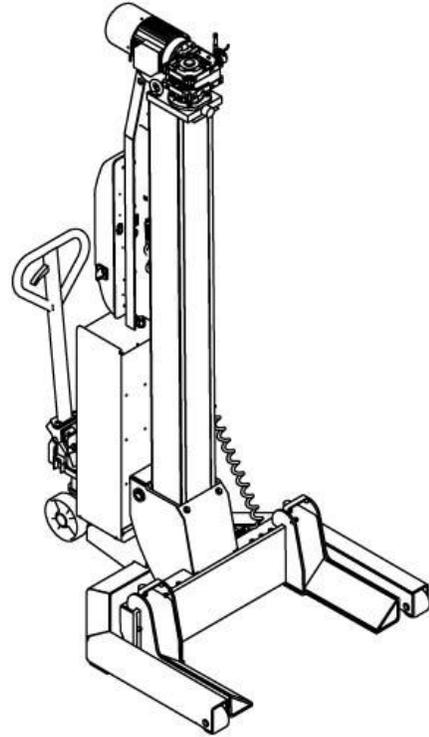
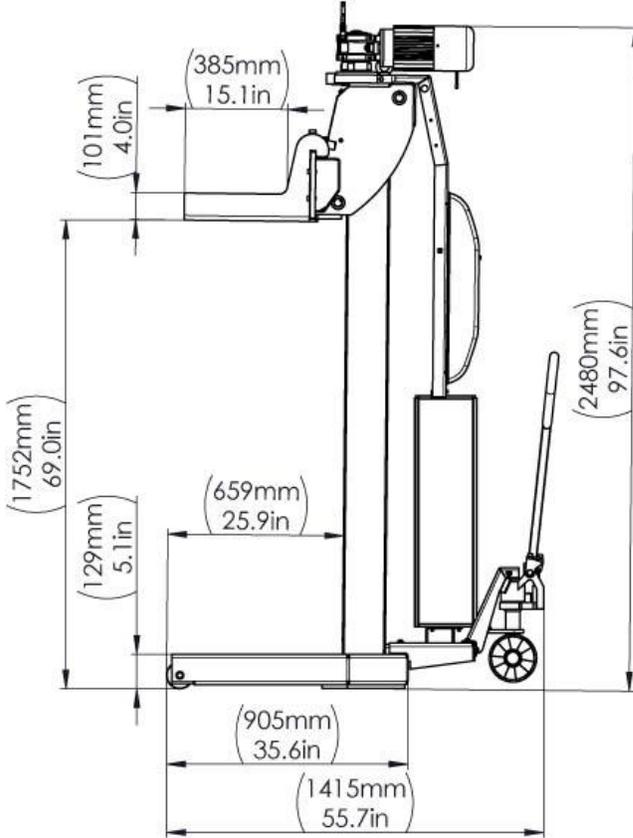
11. LP SERIES DRAWINGS



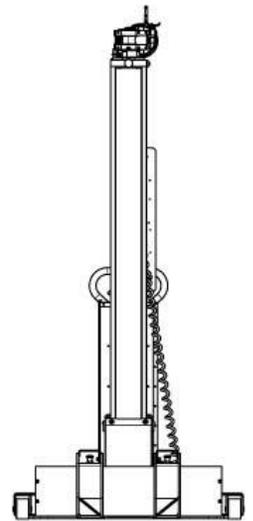
Maximum Fork Width

Minimum Fork Width

12. BPW & CB SERIES DRAWINGS



Maximum Fork Width



Minimum Fork Width



ARI Phoenix, Inc

4119 Binion Way
Lebanon, Oh 45036
www.ari-hetra.com
513.229.3750

CONTRACTUAL PROVISIONS

QUALITY ASSURANCE INSPECTION The buyer reserves the right to perform such inspections as deemed necessary to assure material and pieces conform to the prescribed requirements. Upon receipt this equipment shall be inspected by Quality Assurance to assure that the equipment is of quality design and construction and that it fully conforms to this specification.

STATEMENT OF CONFORMITY. Each bidder is required to submit a positive statement as to whether or not the items offered fully conform to the terms of this specification. A duly authorized agent of the supplier shall sign the certificate.

SAFETY REQUIREMENTS: Equipment shall comply with [Title 29 of Federal Regulations, Part 1910](#) and National Safety Standards. The equipment shall comply with all applicable OSHA Standards and shall have safety devices wherever parts, components are hazardous to the operator and environment.

Proprietary



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000138076 One Time Purchase of Two Wireless Mobile Column Lifts,
Price to Include Delivery, Setup and Training for Jefferson Parish Transit.
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com
23-May-2022 12:44:51 PM



Bid Number 50-00138076

One Time Purchase of Two Wireless Mobile Column Lifts, Price to Include Delivery, Setup and Training for Jefferson Parish Transit.

BID DUE: May 24, 2022 AT 2:00 PM

ATTENTION VENDORS!!!

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

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Donna Reamey
Email: Dreamy@jeffparish.net
Phone: 504-364-2684**

JEFFERSON PARISH TRANSIT
PURCHASE OF TWO (2) WIRELESS MOBILE COLUMN LIFTS

Section 1.0 — Scope:

Jefferson Parish Transit Administration seeks purchase and delivery of two (2) wireless mobile column lifts for use with Transit buses and support vehicles. Proposer to provide setup and training.

Section 2.0 — Bid Specifications:

Two (2) wireless mobile column lifts (Stertil-Koni model ST-1085-2FWA or equivalent), each featuring:

- Set of four (4) wireless, battery-powered mobile lifts
- 74,000 lbs. capacity
- 24 V DC, control box on every column
- Adjustable Forks
- Smart control-system with maximum visual information • Wireless controls with synthetic, fixed front wheels

Freight charges must be included in price of lifts.

If equivalent is bid, specifications **must** be included with your bid. Failure to comply will cause your bid to be rejected.

Section 3.0 — Product Installation:

One (1) lift each will be delivered to Jefferson Transit's maintenance facilities, located at:

1. 118 David Dr., Metairie, LA 70003
2. 90 1st St., Gretna, LA 70053

Section 4.0 — Warranty:

Extended warranty: three (3)-year parts and two (2)-year labor warranties, including certified yearly inspection.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000138076 One Time Purchase of Two Wireless Mobile Column Lifts,
Price to Include Delivery, Setup and Training for Jefferson Parish Transit.
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com
23-May-2022 12:43:35 PM



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

April 28, 2022

ADDENDUM # 1

Bid Number: 50-00138076

Bid Opening Date: May 24, 2022

Description of Bid: One time purchase of two wireless mobile column lifts, price to include delivery, set-up and training for Jefferson Parish Transit.

REMOVE BID FORM PAGES 1 THRU 7 REPLACE WITH UPDATED BID FORM ADDING THE FEDERAL APPENDIX AND INSTRUCTION NUMBER 16.

Sincerely,

Donna Reamey

Donna Reamey
Buyer II

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form 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.

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETNA, LA 70053 - PO BOX 9 - GRETNA - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET

INVITATION TO BID

DATE: 4/28/2022

THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00138076

JEFFERSON PARISH

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

BUYER: DREAMEY@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 5/24/2022 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

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 as amended.

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

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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 via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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.

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.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

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. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

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 local 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).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

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. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

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 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

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

10, 13, 15, 16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution 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. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
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. All sureties must be in original format (no copies) When 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 Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, 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-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled 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.

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.

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 7-24-22 .

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 150-180 days after receipt of order

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) Not Applicable

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: ARI Phoenix, Inc.

ADDRESS: 4119 Binion Way

CITY, STATE: Lebanon, OH ZIP: 45036

TELEPHONE: (513) 229-3750 FAX: (703) 359-6405

EMAIL ADDRESS: teklagoodwin@ari-hetra.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: 1

NUMBER: 2

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ \$ 110,015.60

AUTHORIZED

SIGNATURE: 

Tekla Goodwin

Printed Name

TITLE: Contracts Specialist

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.: 50-00138076

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	EA	<p>ONE TIME PURCHASE OF TWO WIRELESS MOBILE COLUMN LIFTS, PRICE TO INCLUDE DELIVERY, SETUP AND TRAINING FOR JEFFERSON PARISH TRANSIT.</p> <p>0001 TWO(2)WIRELESS MOBILE COLUMN LIFTS (STERTIL-KONI MODEL ST-1085-2FWA OR EQUIVALENT)</p> <p>SET OF FOUR(4) WIRELESS,BATTERY-POWERED MOBILE LIFTS</p> <p>74,000LBS CAPACITY</p> <p>24V DC,CONTOL BOX ON EVERY COLUMN</p> <p>ADJUSTABLE FORKS SMART CONTROL-SYSTEMWITH MAXIMUM VISUAL INFORMATION</p> <p>WIRELESS CONTROLS WITH SYNTHETIC, FIXED FRONT WHEELS</p> <p>EXTENDED WARRANTY:</p> <p>THREE(3) YEAR PARTS AND TWO(2) YEAR LABOR WARRANTIES, INCLUDING CERTIFIED YEARLY INSPECTION.</p> <p>SEE specs for ARI-Hetra BPW-10-4-AJ Mobile Lifts.</p>	\$ 55,007.80	\$ 110,015.60

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FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

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

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be

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employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

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The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually

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identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

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permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment*. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements*. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to “mechanics and laborers” with a value greater than \$100,000.00)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

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contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

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(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

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The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

Revised: 3/5/2021

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(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall

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include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization

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which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Revised: 3/5/2021

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(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

BYRD ANTI-LOBBYING AMENDMENT

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

Revised: 3/5/2021

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(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

Revised: 3/5/2021

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

CONFLICT OF INTEREST

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

BUY AMERICAN PROVISION

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

Definition of domestic commodity or product: the term 'domestic commodity or product' means -

- * An agricultural commodity that is produced in the [United States](#); and
- * A food product that is processed in the [United States](#) substantially using agricultural commodities that are produced in the [United States](#).
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The [Department](#) shall require that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or

Revised: 3/5/2021

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product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Tekla Goodwin, hereby certify on
(name and title of bidder's official)

behalf of ARI Phoenix, Inc. that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 24 day of May, 24.

By *Tekla Goodwin*
(signature of authorized official)

Contracts Specialist
(title of authorized official)

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Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Tekla Goodwin

(Name and Title of bidder's official)

ARI Phoenix, Inc.

(Name of bidder/company)

4119 Binion Way

(Address)

Lebanon, OH 45036

(Address)

513-229-3750

PHONE mobile 513-484-1066 FAX 703-359-6405

EMAIL teklagoodwin@ari-hetra.com

Tekla Goodwin

Signature

05-24-2022

Date

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

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

RESOLVED THAT Tekla Goodwin , 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.

 April E. Eldridge - CFO
SECRETARY-TREASURER

 May 23, 2022
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 OH

~~PARISH~~/COUNTY OF Warren

BEFORE ME, the undersigned authority, personally came and appeared: _____
Tekla Goodwin, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Contracts Specialist of ARI Phoenix, Inc. (Entity),
the party who submitted a bid in response to Bid Number 51-00138076, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Debt Disclosures

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

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

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

Affiant further said:

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

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

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

T. Goodwin

Signature of Affiant

Tekla Goodwin

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 23 DAY OF May, 2022.

Judy Daily

Notary Public

Timothy C Driscoll

Printed Name of Notary

Notary 2015 RES 41745

Notary/Bar Roll Number



TIMOTHY C. DRISCOLL
Notary Public, State of Ohio
My Commission Expires:
08/30/2025

My commission expires 08/30/2025.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

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

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy 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.

COMMERCIAL GENERAL LIABILITY

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

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. 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.

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

UMBRELLA LIABILITY COVERAGE

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

FOR CONSTRUCTION AND RENOVATION PROJECTS:

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

OWNER'S PROTECTIVE LIABILITY

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

BUILDER'S RISK INSURANCE

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



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000138076 One Time Purchase of Two Wireless Mobile Column Lifts,
Price to Include Delivery, Setup and Training for Jefferson Parish Transit.
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com
23-May-2022 12:44:31 PM



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

May 20, 2022

ADDENDUM # 2

Bid Number: 50-00138076

Bid Opening Date: May 24 ,2022

Description of Bid: One time purchase of two wireless mobile column lifts, price to include delivery, set-up and training for Jefferson Parish transit.

ADD FTA DOCUMENTS:

Please see attached.

Sincerely,

Donna Reamey

Donna Reamey
Buyer II

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form 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.

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETNA, LA 70053 - PO BOX 9 - GRETNA - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET

Federal Transit Administration Third-Party Contract Clauses

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of contract.

CIVIL RIGHTS

Civil Rights and Equal Opportunity

Jefferson Parish is an Equal Opportunity Employer. As such, Jefferson Parish agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart

from inconsistent requirements imposed by Federal laws or regulations, Jefferson Parish agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332,

the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Jefferson Parish requests which would cause Jefferson Parish to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION

Termination for Convenience

Jefferson Parish may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Jefferson Parish's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Jefferson Parish to be paid the Contractor. If the Contractor has any property in its possession belonging to Jefferson Parish, the Contractor will account for the same, and dispose of it in the manner Jefferson Parish directs.

Termination for Cause

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Jefferson Parish may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Jefferson Parish that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are

beyond the control of the Contractor, Jefferson Parish, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

Jefferson Parish, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Jefferson Parish's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Jefferson Parish setting forth the nature of said breach or default, Jefferson Parish shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Jefferson Parish from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Jefferson Parish elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Jefferson Parish shall not limit Jefferson Parish's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Jefferson Parish to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Jefferson Parish. If it is later determined by Jefferson Parish that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Jefferson Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***** Signature required on Debarment Certification contained on next page *****

PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS, & RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported 68 with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Disputes, Breaches, Defaults, or Other Litigation. [Sec 39, all]

a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its Page 9 of 10 subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return

the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR
BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT
RETURN WITH YOUR BID**

Certificate of Compliance with 49 U.S.C. § 5323(j) (2) (C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.

Date 05-24-2022

Signature 

Company Name ARI Phoenix, Inc.

Title Contracts Specialist

Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____