



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000146173 Purchase of Mobile Light Tower and 44KW Mobile Generator
Set for the Department of Emergency Management
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com
18-Oct-2024 10:12:34 AM



Bid Number 50-00146173

**Purchase of Mobile Light Tower and 44KW Mobile Generator Set for
the Department of Emergency Management**

BID DUE: October 18, 2024 at 11:00 A.M.

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received 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
Buyer Name: Doris Abraham
Buyer Email: Doris.Abraham@jeffparish.gov
Buyer Phone: 504-364-2690**

MLT4150-LED LIGHT TOWER SPECIFICATIONS

ENGINE

- Mitsubishi configuration
- Liquid cooled
- Fuel tank with electrical self-priming lift pump
- EPA Final Tier 4 approved
- 60 Hz alternator
- High temperature and low oil shutdown
- Fuel tank capacity (usable) – 56.4 (213.5)

GENERATOR

- 720 CCA wet cell battery
- 30 A start trip breaker
- Flood lights circuits with sealed individual breakers
- LED light indicator
- Convenience receptacles with individual breakers

CONTROLS

- Analog controls with key-activated ignition
- Power Zone plus controls
- Engraved, aluminum punched and anodized control panel
- Toggle switch for raising and lowering mast
- ON-OFF switch for each light fixture
- Digital hour meter
- Automatic shutdown for low oil pressure and high coolant temperature
- Four position keyed switch – glow plugs (pre-heat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

MAST

- Vertical operation and storage
- Four tubular steel sections with polymer guides
- Distinctive angle fixture design
- Electric winch with winch guard
- 359-degree rotation
- Self-retracting coil cord
- Industrial-black powder coat
- Four 320 watt LED lights

CONVENIENCE OUTLETS

- Two 120V/20A GFI (5-20R) UL 2003
- Two 120V/30A twist (L14-30R)
- Two 240V/50A twist lock

ENCLOSURE

- Heavy-duty, 14-gauge steel
- Stainless steel hinges on doors
- UV and fade resistant, white polyester powder paint
- Sound ratings – 71dB at 23ft (7m)
- Lifting point and fork pockets
- Document holder with owners' manual

TRAILER

- Tubular steel frame
- 2,200 lb (998 kg) capacity leaf-spring axle
- 3,000 lb (1,361 kg) capacity leaf-sprint axle
- Removal tongue – 48in (1,219.20mm) length
- Four 2,000 lb (907.18 kg) leveling jacks
- Side outriggers
- Single-wall polyethylene fenders
- LED trailer lights (side, brake and directional)
- Recessed rear lights and illuminated license plate holder
- Tires
- Front step platform

POWER ZONE PLUS ANVANCED CONTROLLER

- Designed specifically for mobile lighting applications
- Dusk-to-dawn programming based on location
- Seven-day scheduler automatically starts and stops the unit each day
- Programmable service reminders for custom alerts
- Comprehensive warnings protect the operator and equipment
- Event history o monitor fleet
- Large, easy-to-read, backlit color display
- Heated display with ability to operate in cold weather
- IP65 water ingress rating

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

Standby Power Rating

44 kW, 55 kVA, 60 Hz

Prime Power Rating

38 kW, 47 kVA, 60 Hz

STANDARD FEATURES

ENGINE SYSTEM

- Isuzu® 4LE2XAGV01
- 4 cylinder
- Turbocharged & Aftercooled
- 134 in3 (2.2 L) Displacement
- EPA Tier 4 Final
- Power @ 1,800 RPM -hp (kW):
 - Prime: 57 (42.8)
 - Standby: 63.7 (47.5)
- Paper Element Air Filter
- Electronic Isochronous Governing
- Fixed Speed Fan
- Spin On Cartridge Oil Filter
- Oil Drain Extension
- Two Fuel Filters
- One 12 V, 720 CCA, Wet Cell Battery

COOLING SYSTEM

- Capable of Operating at 120 °F (49 °C) Ambient
- 50/50 Coolant (50% Ethylene Glycol)
- Coolant Drain Extension

FUEL SYSTEM

- Polyethylene Fuel Tank
- Fuel Tank Capacity — US gal (L):
 - Total: 100 (379)
 - Usable: 90 (341)

WARRANTY

- 2 year limited or 2,000 hours
- Unlimited hours covered in first year
- Maximum Runtime @ 75% load: 36 hr
- 110% Containment - engine fluid (oil & coolant) and fuel
- Padlockable Fuel Cap

CONTROL SYSTEM

- Deep Sea Electronics® 7310 MKII Controller
- 3-Position Voltage Selection Switch
- 225 A Main Circuit Breaker (MCB), Manual, with Shunt Trip
- Individual Convenience Receptacle Circuit Breakers
- Emergency Stop Switch
- Battery Disconnect Switch, Padlockable
- Remote 2-wire Start/Stop Contacts

ALTERNATOR SYSTEM

- 60 Hz Engine-Driven Alternator
- SUPERSTART Alternator
- Brushless
- 4 Pole
- 2/3 pitch
- Class H insulation
- Corrosion Protection
- Marathon Electric® PM500 AVR
- Shunt Excitation System

POWER DISTRIBUTION

- Connection Lugs
- Convenience Receptacles
- Two 120 V, 20 A, GFCI Duplex (NEMA 5-20R)
- Three 120/240 V, 50 A, 3 Pole, 4 Wire Twistlock (CS6369)

ENCLOSURE

- Aluminum, Sound Attenuated Enclosure, Insulated and Baffled
- UV and Fade Resistant, High Temperature Cured, White Polyester Powder Paint
- Central Lifting Point
- Fully Lockable Enclosure
- Multi Lingual Operating and Safety Decals
- Document Holder with Owner's Manual - includes AC and DC wiring diagrams
- Control Panel Lights
- Interior Lights

TRAILER

- Hydraulic Surge Brakes
- 2 in. (50.8 mm) Ball Hitch
- Single 6,000 lb (2,722 kg) Axle
- Tires: ST225/75, 15 in. Rim
- 2,000 lb. (907 kg) Tongue Jack with Footplate
- Safety Chains with Spring Loaded Safety Hooks
- Transportation Tie Downs
- Plug Adapter, Round 7 Spade (SAE J2863)
- DOT Approved Tail, Side, Brake, and Directional Lights

CONTROL SYSTEM

Deep Sea Electronics CONTROLLER AND DISPLAY

- Model DSE7310 MKII
- 4 Line Back Lit LCD Text Display
- -40 to 158 °F (-40 to 70 °C) Operating Temperature Range
- Multiple Language Options
- Configurable Timers and Alarms
- Configurable Start/Stop Timers
- Configurable Maintenance Alarms
- Heated Display

PUSH BUTTONS FOR EASY OPERATION

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- User Friendly Setup and Button Layout
- Five Key Menu Navigation

- Multiple Parameters are Monitored and Displayed Simultaneously for Full Visibility
- View Controller Parameters (Configuration, Firmware Version, Connections)

ELECTRICAL CONTROLS

- Lockable Control Box Door with Diagnostics Window
- Lockable lug box with safety switch
 - Trips main breaker when door is opened
 - Disables voltage regulator
- Output ground connection lug inside lug box
- Voltage adjustment $\pm 10\%$

LCD ALARM INDICATION

- Generator Diagnostic Display
 - System kVA Output Display
 - Line Output and Frequency Display
- Alarm Types: Warning, Shutdown, Electrical Trip, Engine
- Alarm List – Warnings/Shutdowns; 250 Event History Log – Date/Time Stamped
 - Fuel Level: Warning – 15%; Shutdown – 5%
 - Overspeed Protection: Shutdown – 110%
 - Engine Diagnostic Warnings Communicated Through J1939 CANbus
 - Battery Voltage: Over – 15 VDC; Under – 11 VDC
 - Generator Over Voltage: Warning – 110%; Electrical Trip – 115%
 - Generator Under Voltage: Warning – 90%; Shutdown – 85%
 - Generator Over Frequency: Warning – 105%; Electrical Trip – 110%
 - Generator Under Frequency: Warning – 95%; Electrical Trip – 90%
- Auto Schedule
- Status

CONFIGURABLE OPTIONS***ENGINE SYSTEM**

- ☐ Positive Air Shutdown (PAS), Electronic
- ☐ One 12 V, 720 CCA AGM Optima Battery
- ☐ Alternate Load Device (ALD)
- ☐ Oil Evacuation System - requires customersourced, specialized equipment to use for oil change

COLD WEATHER

- ☐ Engine Block Heater
- ☐ Two Heated Fuel Filters
- ☐ Crankcase Ventilation (CCV) System Heater
- ☐ 10 A Battery Charger
- ☐ 60/40 Coolant (60% Ethylene Glycol)

CONTROL SYSTEM

- ☐ 4-Position Voltage Selection Switch
- ☐ Telemetry
- ☐ Lojack Equipment Recovery System

FUEL SYSTEM

- ☐ Steel Fuel Tank, Extended Runtime
- ☐ Fuel Tank Capacity— US gal (L)
 - Total: 160 (606)
 - Usable: 144 (545)
- ☐ Runtime @ 75% Load: 57.5 hr
- ☐ Auxiliary Fuel Tank Connection
- 3-Way Fuel Valve

ALTERNATOR SYSTEM

- ☐ VFLEX (600 V) Alternator
- ☐ Marathon Electric® DVR2400 DVR
- ☐ Permanent Magnet Generator (PMG) Excitation System

POWER DISTRIBUTION

- ☐ Camlocks—one set, female (US or Canada color code)
- ☐ Buck Transformer

ENCLOSURE

- ☐ Fire Extinguisher

TRAILER

- ☐ Skid Mount (Non-trailer)
- ☐ Electric Brakes
- ☐ Tandem Axle
- ☐ 2 in (50.8 mm) BULLDOG® Hitch
- ☐ 2-5/16 in (58.7 mm) BULLDOG Hitch
- ☐ 3 in (76.2 mm) Pintle Ring Hitch
- ☐ Rear Stabilizer Jacks
- ☐ Toolbox Aluminum, 49 x 15 x 18.5 in. (125 x 38 x 47 cm)
- ☐ Spare Tire

**INVITATION TO BID
THIS IS NOT AN ORDER**

Page: 1

DATE: 10/09/2024

BID NO.: 50-00146173

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

VENDOR: 27118 BLANK BID COPY VENDOR

**PURCHASING SPECIALIST:
DABRAHAM@jeffparish.net**

Bids will be received until 11:00 AM, 10/18/2024 via online at www.jeffparishbids.net.

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. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE AND MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

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. 136353 as amended. A copy of these resolutions 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://www.jeffparish.gov/464/Purchasing> and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://www.jeffparish.gov/464/Purchasing> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

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. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

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

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.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

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 alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

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.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. 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.

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.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 A1 17.1-1961).

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.

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://www.jeffparish.gov/464/Purchasing>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

10, 13

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 Building Permits. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Building Permits. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid 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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Written approval for any deviation, must be submitted with your bid submission. 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 an as needed basis contract. 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.
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.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

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 as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions 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 Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

August 17, 2024

ADDENDUM # 1

Bid Number: 50-146173

Bid Opening Date: October 18, 2024 at 11:00 a.m. cst
Postponed to: October 23, 2024 at 11:00 a.m. cst

Purchase of Mobile Light Tower and 44KW Mobile Generator Set for the Department of Emergency Management

REVISION:

Remove: Pages 5, 6 and 7 of the Original Bid Form

Replace with: Revised pages 5, 6 and 7 of the Bid Form per Addendum No. 1

Remove: Pages 1 thru 8 of the Initial Specifications for the Generator Set

Replace with: Revised Specifications, pages 1 thru 6 per Addendum No. 1

Be sure to acknowledge Addendum No. 1, and Return the Revised Bid Form.

Sincerely,

Doris Abraham

Doris Abraham
Purchasing Specialist 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 - GRETN, LA 70053 - PO BOX 9 - GRETN - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.GOV

WEBSITE: WWW.JEFFPARISH.GOV

DATE: 10/17/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00146173

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

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
DABRAHAM

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order 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 at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

est. 3-6 weeks from PO

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

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: addendum #1

NUMBER: _____

NUMBER: _____

NUMBER: _____

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

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME:

Lady Liberty Equipment LLC

SIGNATURE:

(Must be signed here)

Morgan Underwood

TITLE:

Owner

PRINT OR TYPE NAME:

Morgan Underwood

ADDRESS:

1746 Butler Pike

CITY, STATE:

Grove City, PA

ZIP:

16127

TELEPHONE:

(724) 406-4674

FAX:

()

EMAIL ADDRESS:

morgan@ladylibertyequipment.com

TOTAL PRICE OF ALL BID ITEMS: \$ 55,684.00

DATE: 10/17/2024

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00146173

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	<p>Purchase of Diesel Engine-Driven Mobile Light Tower and 44KW Mobil Diesel Engine Driven Generator Set for the Department of Emergency Management</p> <p>0010 - GENERAC DIESEL ENGINE-DRIVEN MOBILE LIGHT TOWER WITH TIER 4</p> <p>MITSUBISHI ENGINE, CONSISTING OF THE FOLLOWING FEATURES AND ACCESSORIES:</p> <ul style="list-style-type: none"> - 720 CCA WET CELL BATTERY - CSA CERTIFIED - STANDARD ANALOG CONTROLLER - 50% ETHYLENE GLYCOL/50% WATER COOLANT - 2" BALL HITCH - TUBE AND SLEEVE JACK - LED LIGHTS, 4 X 320 WATT - COIL CORD - ELECTRIC MAST - RECEPTACLE PANEL <ul style="list-style-type: none"> 2 X 120V/20A GFI(5-20R) UL 2003 2 X 240V/30A TWIST(L14-30R) 2 X 240V/50A TWIST LOCK - FLAT TRAILER ADAPTER - MARATHON BRUSHLESS ALTERNATOR - MLT415MV - FREIGHT INCLUDED - FINAL INSPECTON & WARRANTY STARTUP SERVICE INCLUDED 	<p>20,476.00</p>	<p>20,476.00</p>
2	1.00	EA	<p>0020 - GENERAC MOBILE DIESEL ENGINE-DRIVEN GENERATOR SET MMG45IF4 CONSISTING OF THE FOLLOWING FEATURES AND ACCESSORIES:</p> <ul style="list-style-type: none"> - 45KVA(36KW) RATING - PRIME DUTY POWER RATING - 3 POSITION VOLTAGE CHANGEOVER SWITCH <ul style="list-style-type: none"> 480V THREE PHASE 208V THREE PHASE 240V SINGLE PHASE - ISUZZU 4LE2XAGV01 ENGINE <ul style="list-style-type: none"> TURBOCHARGED/AFTERCOOLED EPA FINAL TIER 4 APPROVED - DIGITAL CONTROLS - SINGLE AXLE TRAILER - SURGE BRAKES - 2in BALL - FUEL TANK - SINGLE WALL, 106 GALLON - 720CCA WET BATTERY - CONTROL PANEL LIGHT - INTERIOR CABINET LIGHT - CSA - FLUID CONTAINMENT - STANDARD ENGINE COOLING FAN - BATTERY DISCONNECT - ENGINE COOLANT, 50% ETHYLENE GLYCOL/ 50% WATER 	<p>35,208.00</p>	<p>35,208.00</p>

DATE: 10/17/2024

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INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00146173

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			<div>- MMG45IF4</div> <div>- FREIGHT INCLUDED</div> <div>- FINAL INSPECTION & WARRANTY STARTUP SERVICE INCLUDED</div> <div>DELIVER TO: FLEET MANAGEMENT 4901 JEFFERSON HWY., SUITE A JEFFERSON, LA 70121</div>		

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. **Failure to comply will cause the 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 Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. 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 Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

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

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

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

☒ **BUSINESS AUTOMOBILE LIABILITY**

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted 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. Certificate of Insurance must state which coverage the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

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

☐ **OWNER'S PROTECTIVE LIABILITY**

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

☐ **BUILDER'S RISK INSURANCE**

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

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Morgan Underwood, Owner, hereby certify on
(name and title of bidder's official)

behalf of Lady Liberty Equipment LLC 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 18th day of October, 2024.

By Morgan Underwood
(signature of authorized official)

Owner
(title of authorized official)

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.

Morgan Underwood, Owner

(Name and Title of bidder's official)

Lady Liberty Equipment LLC

(Name of bidder/company)

1746 Butler Pike

(Address)

Grove City, PA 16127

(Address)

PHONE 724-406-4674 FAX _____

EMAIL morgan@ladylibertyequipment.com

Morgan Underwood Signature 10/18/2024 Date

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. **(Bid No.50-00146173 Purchase of Mobile Light Tower and 44KW Mobile Generator Set for the Department of Emergency Management)**

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 Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

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)

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

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selection for training, including apprenticeship. The contractor agrees to post in 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

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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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may

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take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON 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.**)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(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

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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 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, 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

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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 asset for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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

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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 (write in name of appropriate 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 (write in name of 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 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 (write in name of appropriate 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 (write in name of 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

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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.

(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 (write the name of the 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 -

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(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 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

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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 the (write in the name of the Federal agency) 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.

(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.

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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.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$29 for

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each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 contract with the same prime contractor, 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

COPELAND “ANTI-KICKBACK” ACT

(For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-

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Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.)

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above 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 of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

(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 paragraph (b)(1) of this section, 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 paragraph (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required

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or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(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 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

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

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“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.

(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,

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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

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

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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*

(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.

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(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 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

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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 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

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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.

(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 \$150,000 financed in whole or in part with federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

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

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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."

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), 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 and 2 C.F.R. Part 3000, subpart C 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.

BYRD ANTI-LOBBYING AMENDMENT

(Contractor must complete certification and submit prior to award.)

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.

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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

(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, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant,

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cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and

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- ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PRERENCES FOR PROCUREMENTS
(for all FEMA declarations and awards)

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As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements applies 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. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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.

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

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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 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

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed prior to award. **(Bid No.50-00146173 Purchase of Mobile Light Tower and 44KW Mobile Generator Set for the Department of Emergency Management)**

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.

COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED:

Saint Johns County
A political subdivision of
the state of Florida

/



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY)
10/18/24

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY TURNER INSURANCE AGENCY INC PO BOX 366 HARRISVILLE, PA 16038		AGENT'S NO. AA3118		COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact In NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY	
NAME AND ADDRESS OF NAMED INSURED Lady Liberty Equipment, LLC 1746 Butler Pike Grove City, PA 16127				This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.	
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					
CO/ADD'L TR/INS'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q61 0371417	2/27/24	2/27/25	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 MED EXP (Any One Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				STATUTORY BODILY INJURY BY ACCIDENT \$ EACH ACCIDENT DISEASE \$ POLICY LIMIT DISEASE \$ EACH EMPLOYEE
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					

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

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

NAME AND ADDRESS OF CERTIFICATE HOLDER JEFFERSON PARISH 200 DERBIGNY ST SUITE 4400 GRETA, LA 70053	AUTHORIZED REPRESENTATIVE
--	-------------------------------

6/8/15 kW

WIDE-BODY LIGHT TOWER

4000 Series

Liquid Cooled Diesel Engine

INCLUDES:

- Large fuel capacity for increased run time
- Wide body chassis with containment option for on or off road towing
- 4x320 watt Generac G4 LED luminaries
- Configurable outlets for auxiliary power
- Easy to set up for rental applications
- Heavy duty metal enclosure for durability
- Standard electric-power mast for quick deployment
- DOT trailer with wide body wheel base for stability
- 5 year LED warranty
- CSA certified
- 1,000 hr oil change interval

MLT4060KVLED, MLT4060MVLED, – 6kW 60Hz
MLT4080KVLED, – 8kW 60Hz
MLT4150MVLED, – 15kW 60Hz
Configured Models



Picture may not reflect actual configurations.



FEATURES

- **HEAVY DUTY APPLICATIONS:** Industry proven wide-body design, with multiple power nodes and engine options to choose from. This machine is available with a variety of options to suit application needs.
- **LED VERSIONS OFFER EXTENDED RUN-TIMES, LESS REFUELING, AND MORE CONVENIENCE POWER DUE TO EFFICIENT G4 LIGHTING.**
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **CSA TESTED**
 - ✓ **COLD WEATHER TESTED**
 - ✓ **PROVEN GENERAC WIDE BODY SERIES MOTOR STARTING ABILITY**
- **DIFFUSED LIGHTING:** Solution for highway applications requiring glare-free lighting.
- **HEAVY-DUTY TRAILER DESIGN:** For off-road towing. Leaf-spring suspension.
- **SET-UP AND OPERATION:** Designed to be user-friendly and efficient for rental applications.
- **MULTIPLE ELECTRIC POWER CONVENIENCE OUTLETS:** to power external devices.
- **GENERAC G4 LED LIGHTS:** Designed for maximum power and lower total cost of ownership. Lowers fuel cost by up to 33% compared to metal halide lights.
- **AUTOMATIC VOLTAGE REGULATION (AVR) IN MLT4150 MODELS.** For powering guard stations, job-site trailers, and other applications requiring cleaner electrical power.
- **ANALOG CONTROLS OR POWER ZONE® PLUS CONTROLLER.**

THE GENERAC
PROMISE



*Assembled in the USA using American and foreign parts.

Benefits

MLT4000 Wide-Body Series

Engine

- Mitsubishi® or Kubota® configuration Proven industrial engines designed for high reliability and low maintenance.
- High temperature and low oil shutdown Protects against engine damage.
- Liquid cooled Superior ambient temperature performance. 50% glycol, 50% water mixture is standard.
- EPA Tier 4 Final certified All engines meet EPA certification requirements.
- Fuel tank with electric self-priming lift pump Polyethylene material. Large-diameter fill port for easy fueling. High capacity for extended run times.

Generator

- Marathon Electric® brushless 60 Hz alternator.
- 120/240 VAC MLT4060, MLT4080 models.
- $\pm 6\%$ capacitor voltage regulation MLT4060, MLT4080 models.
- $\pm 1\%$ automatic voltage regulation (AVR) MLT4150 model. Provides clean power by stabilizing the output voltage at variable loads.

Electrical System

- One 12 V, 440 CCA, wet cell battery Standard equipment.
- 30 A start trip breaker Ensures a no-load condition exists during unit start-up.
- Floodlight circuits with sealed individual breakers Protects against electrical overload of luminaires.
- LED light indicator Confirms function of each individual luminaire for easy troubleshooting.
- Convenience receptacles with individual breakers

Controls

- Analog controls with key-activated ignition Standard equipment. Mechanical keyswitch with four positions (GLOW PLUG, OFF, RUN, START) and digital hour meter.
- Power Zone Plus controls Optional equipment. Includes dusk-to-dawn and auto-scheduler functions.
- Engraved, aluminum punched and anodized control panel Highly durable for construction rental applications.
- Toggle switch for raising and lowering mast Allows operator to quickly and easily deploy mast in 15 seconds.
- ON-OFF switch for each light fixture Independent controls for flexible illumination.
- Digital hour meter Monitors total unit operation time, assisting with management of rental charges.
- Automatic shutdown for low oil pressure and high coolant temperature Protects your investment by proactively identifying failures.

Mast

- Vertical operation and storage Quick raising/lowering of mast. Optimizes shipping and storing by minimizing machine footprint.
- Four tubular steel sections with polymer guides Designed for high stability and strength.
- Distinctive angle fixture design For consistent light distribution.
- Electric winch with winch guard Raises mast in 15 seconds. Self braking.
- 359-degree rotation Lockable and adjustable from ground.
- Self-retracting coil cord No unintentional cable hangups and lowers risk of transport damage.
- Industrial-black powder coat Powder-coated interior and exterior provides superior rust protection.

Convenience Outlets

- MLT4060 models
 - One 120 VAC, 20 A, GFCI, duplex outlet (NEMA 5-20R)
 - One 120/240 V, 30 A, twistlock outlet (NEMA L14-30R)
- MLT4080 models
 - Two 120 VAC, 20 A, GFCI, duplex outlets (NEMA 5-20R)
 - One 120/240 V, 30 A, twistlock outlet (NEMA L14-30R)
- MLT4150 models
 - Two 120 VAC, 20 A, GFCI, duplex outlets (NEMA 5-20R)
 - Two 120/240 V, 30 A, twistlock outlet (NEMA L14-30R)
 - Two 240 VAC, 50 A, twistlock outlets (Leviton CS6369)

MLT4000 Wide-Body Series

Benefits

Enclosure

- Heavy-duty, 14-gauge steel
- Stainless steel hinges on doors
- UV and fade resistant, white polyester powder paint
- Sound ratings
- Lifting point and fork pockets
- Document holder with owner's manual

For tough rental applications.

Prevents oxidation and helps increase resale value.

Salt-spray tested to 1,000 hours.

– MLT4060, MLT4080 models: 68 dB at 23 ft (7 m).

– MLT4150 models: 71 dB at 23 ft (7 m).

Center-mounted lifting point allows lifting from above using chains or forklift, or lifting with on-site machinery.

Includes AC and DC wiring diagrams.

Trailer

- Tubular steel frame
- 2,200 lb (998 kg) capacity leaf-spring axle
- 3,000 lb (1,361 kg) capacity leaf-spring axle
- Removable tongue – 48 in. (1219.20 mm) length
- Four 2,000 lb (907.18 kg) leveling jacks
- Side outriggers
- Single-wall polyethylene fenders
- LED trailer lights (side, brake, and directionals)
- Recessed rear lights and illuminated license plate holder
- Tires
- Front step platform

Rigid frame designed for stability, for on- or off-road towing.

MLT4060, MLT4080 models.

MLT4150 models.

Allows for consolidated shipping and decreased machine footprint shipping or long-term storage.

Quick-turn style reduces set-up time. Lockable in stowed positions.

For leveling and stabilization in up to 65 mph (104.6 Km/h) winds.

Black, high density, UV resistant polymer.

DOT approved.

DOT approved.

– MLT4060, MLT4080 models: ST175/80R13.

– MLT4150 models: P205/75R15.

For easy adjustment of light fixtures.

Power Zone Plus Advanced Controller

- Designed specifically for mobile lighting applications
- Dusk-to-dawn programming based on location
- Seven-day scheduler automatically starts and stops the unit each day
- Programmable service reminders for custom alerts
- Comprehensive warnings protect the operator and equipment
- Event history to monitor fleet
- Large, easy-to-read, backlit color display
- Heated display with ability to operate in cold weather
- IP65 water ingress rating



014084

THE LEADING LIGHT TOWER OPTION FOR



Construction
Sites



Rental



Roadwork



Oil & Gas

Specifications

MLT4000 Wide-Body Series

	Units	MLT4060MVLED	MLT4060KVLED	MLT4080KVLED	MLT4150MVLED
Machine					
Fuel tank capacity (usable)	US gal (L)	56.4 (213.5)	56.4 (213.5)	56.4 (213.5)	56.4 (213.5)
Sound rating	dBA @ 7 m	68	68	68	71
Wind rating	mph (km/h)	65 (105)	65 (105)	65 (105)	65 (105)
Temperature rating (standard unit)*	°F (°C)	0 to 120 (-17.8 to 48.9)	0 to 120 (-17.8 to 48.9)	0 to 120 (-17.8 to 48.9)	0 to 120 (-17.8 to 48.9)
Temperature rating (cold weather unit)*	°F (°C)	-20 to 120 (-28.9 to 48.9)	-20 to 120 (-28.9 to 48.9)	-20 to 120 (-28.9 to 48.9)	-20 to 120 (-28.9 to 48.9)
Shipping capacity—48 ft trailer	qty	8	8	8	8
Total lumens	lm	188,000	188,000	188,000	188,000
LED power consumption	W	4 × 320	4 × 320	4 × 320	4 × 320
Weight—Dry	lb (kg)	1,655 (751)	1,675 (760)	1,720 (780)	2,015 (914)
Weight—Operating	lb (kg)	2,058 (933)	2,078 (943)	2,123 (963)	2,418 (1,097)
Generator					
Make	—	Marathon Electric	Marathon Electric	Marathon Electric	Marathon Electric
Model	—	201CSA5411	201CSA5411	201CSA5420	333CSA3024
Type	—	Brushless	Brushless	Brushless	Brushless
Insulation	class	F	F	F	F
Rating	Hz	60	60	60	60
Maximum output	kW	6	6	8	15
Voltage regulation	—	Capacitor	Capacitor	Capacitor	AVR
Regulation accuracy	%	±6	±6	±6	±1
Engine					
Make (model)	—	Mitsubishi (L3E)	Kubota (D1005)	Kubota (D1105)	Mitsubishi (S4L2)
Fuel	—	Diesel	Diesel	Diesel	Diesel
EPA certification	—	T4F	T4F	T4F	T4F
Cylinders	qty	3	3	3	4
Displacement	in ³ (L)	57.97 (0.95)	61.08 (1.0)	68 (1.12)	107(1.76)
Valve arrangement	—	OHV	OHV	OHV	OHV
Ignition system	—	Compression ignition (CI)	Indirect CI	Indirect CI	CI
Governor system	—	Electric	Electric	Electric	Mechanical
Starter	—	Electric	Electric	Electric	Electric
Power at 1,800 rpm—prime	hp (kW)	10.5 (7.8)	11.7 (8.7)	13.5 (10.1)	23.5 (17.5)
Power at 1,800 rpm—standby	hp (kW)	12.2 (9.1)	13.1 (9.8)	15.4 (11.5)	24.7 (18.4)
Fuel consumption—lights only*	gph (L/hr)	0.301 (1.14)	0.306 (1.16)	0.340 (1.29)	0.414 (1.57)
Fuel consumption—100% load*	gph (L/hr)	0.59 (2.23)	0.651 (2.46)	0.858 (3.25)	1.46 (5.53)
Run time (lights only)	hr	187	187	165	140
Run time (100% load)	hr	95	85	65	38
Oil Capacity	qt (L)	5.0 (4.7)	5.4 (5.1)	5.3 (5.0)	6.34 (6)
Oil Filter	—	Full flow, spin-on	Full flow, spin-on	Full flow, spin-on	Full flow, spin-on
Oil Filter Change Interval**	hr	1,000	1,000	1,000	1,000
Air Filter	—	Dry cartridge	Dry cartridge	Dry cartridge	Dry cartridge
Coolant capacity (includes engine)	qt (L)	4.5 (4.3)	4.5 (4.3)	4.8 (4.5)	4.8 (4.5)

* Data based on engine manufacturer and field test data after 100-hr engine break-in period. Actual results may vary, according to factors such as age and maintenance of equipment, environmental conditions, and fuel density. For fuel and maintenance recommendations, see owner's manual.

**To achieve maximum service interval, replace oil filter after 50-hr break-in period. For oil filter model number, see parts manual.


MLT4000 Wide-Body Series

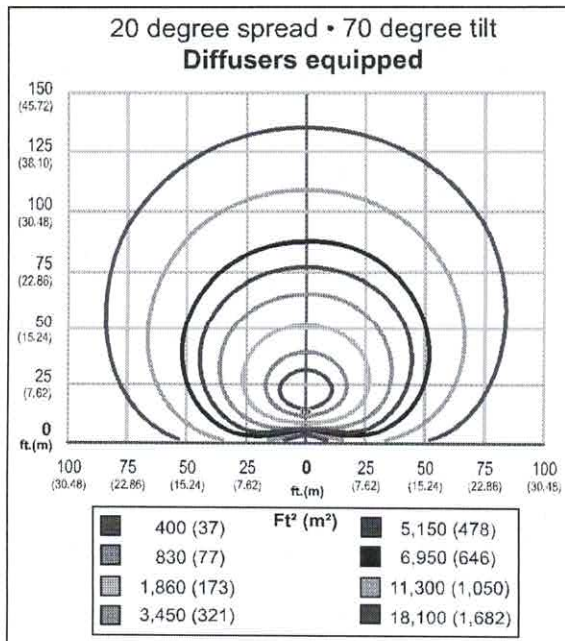
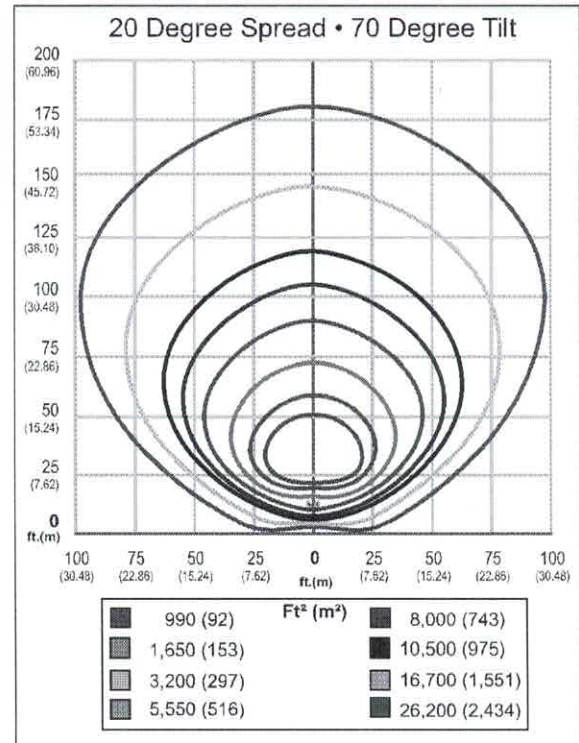
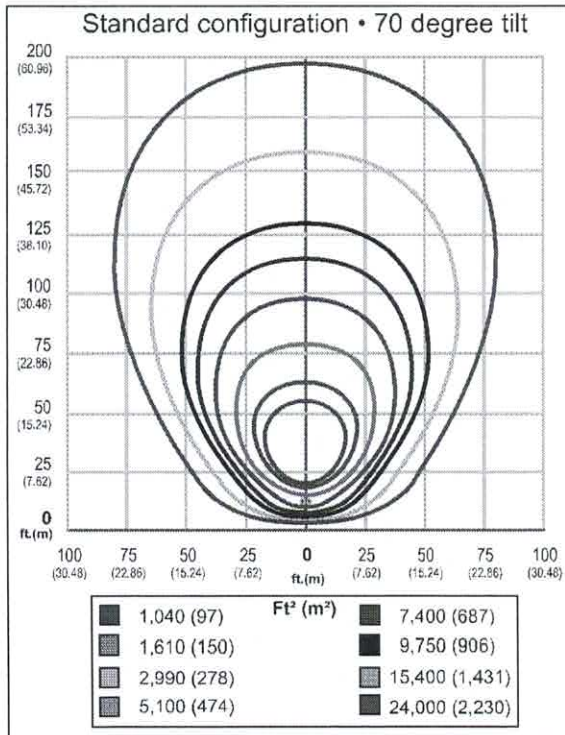
Lighting Specifications

Luminaires—LED

- Four 320 W LED fixtures
- Aluminum and polymer housing
- Efficiency: 147 lpw
- Lm/fixture: 47,000
- Total lm: 188,000
- Coverage at 0.5 ft-c or more: 26,200 ft² (2,434 m²)
- IP68 LED modules; IP65 rated drivers
- Fixture-mounted drivers
- Friction disc mounting for tool-free positioning

Illumination Maps

Boundary Color: 
Foot Candles (ft-c): 30 20 10 5 3 2 1 0.5



Available Accessories*

MLT4000 Wide-Body Series

Optional Configurations	MLT4060KV	MLT4060MV	MLT4080KV	MLT4150MV	Description
Suggested Cold-Weather Options:					NOTE: Cold-weather options can be configured separately
60/40 coolant	✓	✓	✓	✓	
Coolant heater	✓	✓	✓	✓	
Heated fuel filter	✓	✓	✓	✓	
720 CCA AGM sealed battery	✓	✓	✓	✓	
Liquid containment	✓	✓	✓	✓	
Power Zone Plus controller	✓	✓	✓	✓	Advanced controller
Battery disconnect	✓	✓	✓	✓	Lever type for long-term storage
2 in. ball—BULLDOG [®]	✓	✓	✓	✓	2 in. BULLDOG ball hitch
3 in. ring—adjustable	✓	✓	✓	✓	Pintle hitch
2-5/16 in. ball	✓	✓	✓	✓	Ball hitch
Flat 4 to round 7 spade	✓	✓	✓	✓	Trailer connector adapter
Positive air shutdown	✓	✓	✓	✓	Required in some mining applications
Ground rod	✓	✓	✓	✓	For installation by a qualified technician
5 lb. fire extinguisher	✓	✓	✓	✓	Installed to cabinet interior
BC_10A_3ST (battery charger)	✓	✓	✓	✓	Battery charger: 10 A, 3-stage
RPM quick drain	✓	✓	✓	✓	For faster oil draining and replacement
Diffused lens	✓	✓	✓	✓	Anti-glare, snap-on type

*Additional options may be available. Please contact a sales representative or the factory for current options.

Additional Information

Warranty

- 1 year, unlimited hours/2 years, 2,000 hours
- LED lights: 5 year, limited

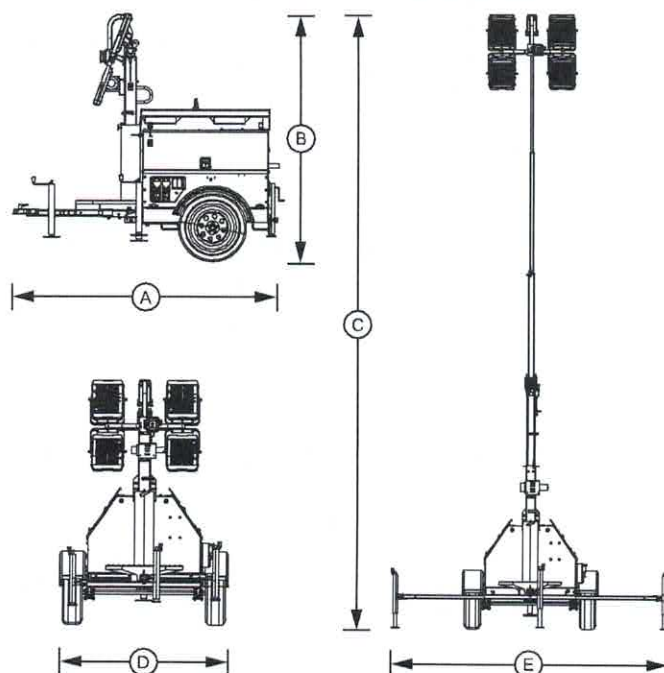
More Information

Owner's manual is available at:
www.generacmobileproducts.com/service-support/manuals

Unit Dimensions*

A	113 in (2.9 m)
B	102 in (2.59 m)
C	23.3 ft (7.11 m)
D	70 in (1.78 m)
E	140 in (3.56 m)

*Dimensions are approximate.



MMG55DF4 | 2.9 L | 55kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC | **MOBILE**

Standby Power Rating

48 kW, 60 kVA, 60 Hz

Prime Power Rating

44 kW, 55 kVA, 60 Hz



Assembled in the USA using
American and foreign parts



Image used for illustration purposes only

Codes and Standards

Generac Mobile products are designed to the following standards:



CSA



NATM



TIER 4 FINAL EMISSIONS

Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

MMG55DF4 | 2.9 L | 55 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC MOBILE

STANDARD FEATURES

ENGINE SYSTEM

- John Deere® 3029HFG03
- 3 Cylinder
- Turbocharged & Aftercooled
- 177 in³ (2.9 L) Displacement
- EPA Tier 4 Final
- Power @ 1,800 rpm – hp (kW):
 - Prime: 67 (50)
 - Standby: 74 (55)
- Approved for use with Hydrotreated Vegetable Oil (HVO) fuels compliant with ASTM D975 or EN 15940
- Two Paper Element Air Filters
- Electronic Isochronous Governing
- Fixed Speed Fan
- One Spin-on Cartridge Oil Filter
- Oil Drain Extension
- One Fuel Filter
- One 12 V, 720 CCA, Wet Cell Battery

COOLING SYSTEM

- Capable of Operating at 120 °F (49 °C) Ambient
- 50/50 Coolant (50% Ethylene Glycol)
- Coolant Drain Extension

FUEL SYSTEM

- Polyethylene Fuel Tank
- Fuel Tank Capacity – US gal (L):
 - Total: 100 (379)
 - Usable: 90 (341)
- Runtime @ 75% load: 28 hr

- 110% Containment – engine fluid (oil & coolant) and fuel
- Padlockable Fuel Cap

CONTROL SYSTEM

- Deep Sea Electronics 7310 MKII Controller
- 3-Position Voltage Selection Switch
- 225 A Main Circuit Breaker (MCB), Manual, with Shunt Trip
- Individual Convenience Receptacle Circuit Breakers
- Emergency Stop Switch
- Battery Disconnect Switch, Padlockable
- 2-Wire Remote Start/Stop Contacts

ALTERNATOR SYSTEM

- 60 Hz Engine-Driven Alternator
- SUPERSTART® Alternator
 - Brushless
 - 4 Pole
 - 2/3 Pitch
 - Class H Insulation
 - Corrosion Protection
- Marathon Electric PM500 AVR
- Shunt Excitation System

POWER DISTRIBUTION

- Connection Lugs
- Convenience Receptacles
 - Two 120 V, 20 A, GFCI Duplex (NEMA 5-20R)
 - Three 120/240 V, 50 A, 3 Pole, 4 Wire Twistlock (CS6369)

ENCLOSURE

- Aluminum, Sound Attenuated, Insulated and Baffled
- UV and Fade Resistant, High Temperature Cured, White Polyester Powder Paint
- Multi Lingual Operating and Safety Decals
- Fully Lockable Enclosure
- Central Lifting Point
- Document Holder with Owner's Manual—includes AC and DC Wiring Diagrams
- Control Panel Lights
- Interior Lights

TRAILER

- Hydraulic Surge Brakes
- 2 in. (50.8 mm) Ball Hitch
- Single 5,600 lb. (2,540 kg) Axle Rating
- 15 in. Tire, ST225/75/R15
- 2,000 lb. (907 kg) Tongue Jack with Footplate
- Safety Chains with Spring Loaded Safety Hooks
- Transportation Tie Downs
- Plug Adapter, Round 7 Blade (SAE J2863)
- DOT Approved Tail, Side, Brake, and Directional Lights

WARRANTY

- 2 Year Limited or 2,000 Hours
 - Unlimited Hours Covered in First Year

CONTROL SYSTEM



010643

Deep Sea Electronics CONTROLLER AND DISPLAY

- Model DSE7310 MKII
- 4 Line Back Lit LCD Text Display
- -40 to 158 °F (-40 to 70 °C) Operating Temperature Range
- Multiple Language Options
- Configurable Timers and Alarms
- Configurable Start/Stop Timers
- Configurable Maintenance Alarms
- Heated Display

PUSH BUTTONS FOR EASY OPERATION

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- User Friendly Setup and Button Layout
- Five Key Menu Navigation
- Hours Counter
- Multiple Parameters are Monitored and Displayed Simultaneously for Full Visibility
- View Controller Parameters (Configuration, Firmware Version, Connections)

LCD ALARM INDICATION

- Generator Diagnostic Display
 - System kVA Output Display
 - Line Output and Frequency Display
- Alarm Types: Warning, Shutdown, Electrical Trip, Engine
- Alarm List – Warnings/Shutdowns; 250 Event History Log – Date/Time Stamped
 - Fuel Level: Warning – 15%; Shutdown – 5%
 - Overspeed Protection: Shutdown – 110%
 - Engine Diagnostic Warnings Communicated Through J1939 CANbus
 - Battery Voltage: Over – 15 VDC; Under – 11 VDC

- Generator Over Voltage: Warning – 110%; Electrical Trip – 115%
- Generator Under Voltage: Warning – 90%; Shutdown – 85%
- Generator Over Frequency: Warning – 105%; Electrical Trip – 110%
- Generator Under Frequency: Warning – 95%; Electrical Trip – 90%

- Auto Schedule
- Status

ELECTRICAL CONTROLS

- Lockable Control Box Door with Diagnostics Window
- Lockable Lug Box with Safety Switch
 - Trips Main Breaker When Door is Opened
 - Disables Voltage Regulator
- Output Ground Connection Lug Inside Lug Box

MMG55DF4 | 2.9 L | 55kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC® | **MOBILE**

CONFIGURABLE OPTIONS*

ENGINE SYSTEM

- Positive Air Shutdown (PAS), Electronic
- One 12 V, 720 CCA, AGM Optima Battery
- Oil Evacuation System - requires customer-sourced, specialized equipment to use for oil change

COLD WEATHER

- Engine Block Heater
- One Fuel Filter Heater
- 10 A Battery Charger
- 60/40 Coolant (60% Ethylene Glycol)

FUEL SYSTEM

- Steel Fuel Tank, Extended Runtime
- Fuel Tank Capacity - US gal (L):
 - Total: 160 (606)
 - Usable: 144 (545)

- Runtime @ 75% load: 45 hr
- Auxiliary Fuel Tank Connection
 - 3-Way Fuel Valve

CONTROL SYSTEM

- 4-Position Voltage Selection Switch
- Telemetry
- Lojack Equipment Recovery System

ALTERNATOR SYSTEM

- VFLEX (600 V) Alternator
- Permanent Magnet Generator (PMG) Excitation System

POWER DISTRIBUTION

- Camlocks—one set, female (US or Canada color code)
- Buck Transformer

ENCLOSURE

- Fire Extinguisher

TRAILER

- Skid Mount (Non-Trailer)
- Electric Brakes
- Tandem Axle
- 2 in. (50.8 mm) BULLDOG® Hitch
- 2-5/16 in. (58.7 mm) BULLDOG Hitch
- 3 in. (76.2 mm) Pintle Ring Hitch
- Rear Stabilizer Jacks

RATING DEFINITIONS

Standby: Applicable to varying emergency load for the duration of a utility power outage.

Prime: Applicable to supplying power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability.



MMG55DF4 | 2.9 L | 55 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC MOBILE

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make (Model)	John Deere (3029HFG03)
EPA Emissions Compliance	Tier 4 Final
After Treatment System	DOC and DPF
Cylinders – Qty	3
Type	In-Line
Displacement – in ³ (L)	177 (2.9)
Bore – in (cm)	4.2 (10.7)
Stroke – in (cm)	4.3 (11.0)
Compression Ratio	16.9:1
Intake Air Method	Turbocharged & Aftercooled

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±2%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Spin-On Cartridge, Full Flow
Crankcase Capacity – qt (L)	11 (10.4)

Cooling System

Cooling System Type	Radiator and CAC
Water Pump Type	Belt Driven
Fan Type	Pusher
Fan Speed – rpm	2,268
Fan Diameter – in (cm)	11.42 (29.0)
Cooling System Capacity – qt (L)	18 (17)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering – μ	5
Fuel Inject Pump – Make (Model)	Denso (HP3)
Fuel Pump Type	Engine Gear Driven
Injector Type	Electronic
Engine Type	Direct Injection High Pressure Common Rail
Fuel Supply Line Diameter – in (mm)	0.375 (9.5)
Fuel Return Line Diameter – in (mm)	0.375 (9.5)

Engine Electrical System

System Voltage – VDC	12
Battery Charger Alternator – VDC (A)	12 (65)
Battery Size – CCA	720
Battery Quantity	1
Ground Polarity	Negative (-)

SUPERSTART ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (286PSL1701)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	H
Insulation Class – Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.5%

VFLEX ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (286PSL1701)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	H
Insulation Class – Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Quantity of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.5%

MMG55DF4 | 2.9 L | 55kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



OPERATING DATA

POWER RATINGS

	SUPERSTART Alternator		VFLEX Alternator	
	Standby: kW/kVA (A)	Prime: kW/kVA (A)	Standby: kW/kVA (A)	Prime: kW/kVA (A)
1-Phase, 120/240 VAC @ 1.0 pf—zig zag*	46/46 (192)	42/42 (175)	19/19 (79)	19/19 (79)
3-Phase, 208/120 VAC @ 0.8 pf—low wye	48/60 (167)	44/55 (153)	39/49 (135)	35/44 (121)
3-Phase, 240/120 VAC @ 0.8 pf—delta**	48/60 (144)	45/55 (132)	39/49 (117)	35/44 (105)
3-Phase, 480/277 VAC @ 0.8 pf—high wye	48/60 (72)	45/55 (66)	39/49 (59)	35/44 (53)
3-Phase, 600/346 VAC @ 0.8 pf—high wye	N/A	N/A	48/60 (58)	44/55 (53)

*Alternator limited.

**Power ratings achieved through use of optional 4-position voltage selection switch.

FUEL CONSUMPTION RATES

Prime Load	Fuel: gph (L/hr)
50%	2.3 (8.7)
75%	3.2 (12.1)
100%	3.9 (14.8)
110% (Standby)	4.2 (30.2)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Mobile Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, ISO3046, SAE J1228, SAE J1995, and DIN6271 standards.

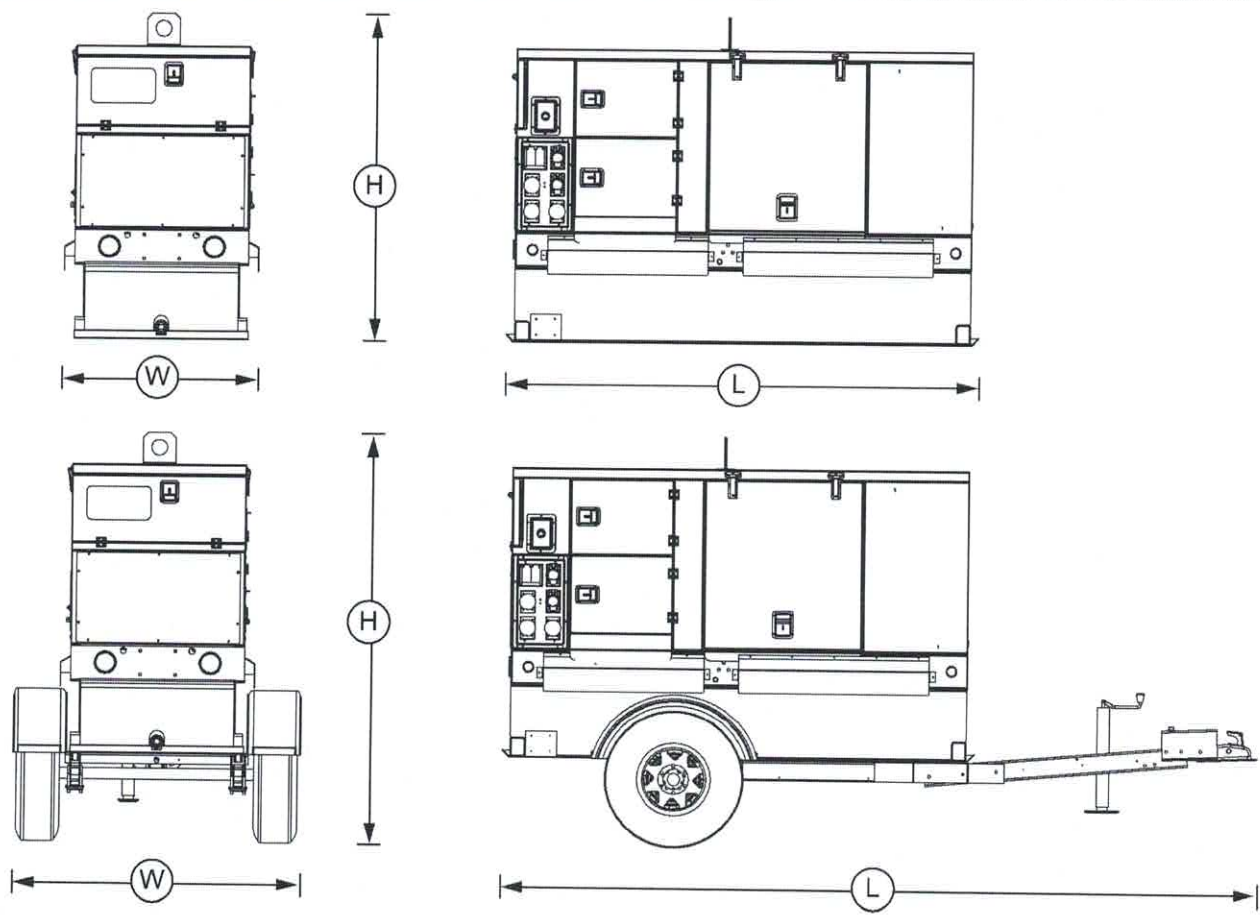
MMG55DF4 | 2.9 L | 55 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



DIMENSIONS AND WEIGHTS*



01906

	Run Time: hr*	Usable Fuel Capacity: US gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)	
Skid	28	90 (341)	95 (2.41) × 39 (.99) × 65 (1.65)	Dry:	3,305 (1,499)
				Operating:	4,040 (1,833)
Trailer	28	90 (341)	152 (3.81) × 58 (1.45) × 83 (2.11)	Dry:	3,905 (1,771)
				Operating:	4,640 (2,105)

* Runtime based on 75% prime rated power.

SOUND RATING

- 68 dB(A) @ 23 ft (7 m) @ Prime Power

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please contact a Generac Mobile Products Authorized Service Dealer for detailed installation drawings.