SOUTHEAST LOUISIANA
FLOOD PROTECTION AUTHORITY - EAST

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DIRECTOR OF ENGINEERING AND OPERATIONS
Robert A. Turner Jr., P.E., CFM

CHIEF ADMINISTRATIVE OFFICER
Derek E. Boese, PMP, LEED-AP

EXECUTIVE COUNSEL
Nyka M. Scott

EAST JEFFERSON LEVEE DISTRICT
203 Plauche Court
Harahan, LA 70123
504.733.0087 | admin@ejld.com

LAKE BORGNE BASIN LEVEE DISTRICT
P.O. Box 216
6136 E. St. Bernard Highway
Violet, LA 70092
504.682.5941 | admin@lbbld.com

ORLEANS LEVEE DISTRICT
6920 Franklin Ave
New Orleans, LA 70122
504.286.3100 | admin@orleanslevee.com

ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID

NOTE: PLEASE COMPLETE AND RETURN IMMEDIATELY UPON RECEIPT TO:

FAX (504) 283-1855 "or" EMAIL: clucas@floodauthority.org

SPEC. NO. 518 TO FURNISH A BRUSH CHIPPER

PLEASE NOTE: FAILURE TO RESPOND TO THIS ACKNOWLEDGEMENT MAY RESULT IN THE REMOVAL OF YOUR COMPANY FROM THIS BID LIST AND OR NOT RECEIVING ADDENDA IF ISSUED

We have received Request for Proposal SPEC. NO. 518
and are returning this form as our acknowledgement of receipt and intent.

(I/We) will/will not (circle one) bid.

Name: (Print) _____

Name: (Signed) _____

(Title) _____

Company: _____

Telephone: _____

FAX: _____

E-mail

O.L.D. SPECIFICATION NO. 518
FURNISHING: BRUSH CHIPPER

PROPOSAL OF _____

_____

ADDRESS _____

_____

DATE _____

Mr. Derek Boese, C.A.O.
Flood Protection Authority (Orleans Levee District)
6920 Franklin Ave.
New Orleans, La 70122

Sir:

(I/We) _____ propose to furnish to the Flood Protection Authority hereinafter known as FPA and the Orleans Levee District hereinafter known as O.L.D., according to the specifications attached the following:

1 EA. BRUSH CHIPPER

Make/Model: Vermeer BC1800XL, or Approved Equal

Make/Model Proposed: _____

Warranty: Minimum 1YR/ 1000 HOUR WARRANTY includes parts and labor

Warranty Quoting: _____

COST OF EA. _____

OPTION: WITH WINCH

NOTE: ABOVE QUOTED COSTS TO INCLUDE:

1. **DELIVERY AND UNLOADING OF UNITS AT THE FOLLOWING LOCATIONS**

ORLEANS LEVEE DISTRICT
6920 FRANKLIN AVE

NEW ORLEANS, LA 70122

2 COST OF ANY AND ALL PARTS, SERVICE AND OPERATIONAL MANUALS

3. COST FOR ANY TRAINING REQUIRED FOR SAFE AND PROPER OPERATION OF EQUIPMENT.

(I/We) _____ certify that Equipment proposed meets or exceeds the minimum specifications as outlined in **Specification Section Attachment "A" pages A-1** through **A-3** with any and all exceptions noted.

(I/We) _____ certify the bid is firm and will remain firm for a minimum of thirty (30) days after opening.

(I/We) _____ understand that the FPA & O.L.D. has absolute right of refusal of equipment upon inspection if it does not meet or exceed all requirements as specified in submitted proposal.

I/We) _____ understand that cost for delivery of equipment to the locations specified above and unloading of same is included in cost and is F.O.B. delivered with all associated costs pre-paid

(I/We) _____ understand that the Orleans Levee District, due to budgetary constraints, may reject all bids.

If (I/We) _____ are successful bidder (I/we) ____ will complete and properly executed the Affidavit, Attachment B page 1 within 10 days of announcement of award. .

(I/We) _____ agree to furnish (2) copies of all service, operational and parts manuals covering equipment as bid.

(I/We) ____ have submitted with this bid literature on the units proposed if other manufacturer/model than that as specified.

(I/WE) _____ certify that we are a franchised or factory authorized dealer/distributor for the equipment offered and all warranty work will be performed at the Orleans Levee District Facility where machines were delivered or shall be performed at our facility or other franchised/Factory Authorized facility as specified with **ALL costs incurred INCLUDING shipping of units being the responsibility of the successful bidder.** NO costs for service or repairs covered under the stated warranty will be incurred by the FPA or O.L.D. throughout the stated warranty period. (See bottom of page 4 were space is provided for information pertaining to "Other Franchised /Factory Authorized Dealer/Distributor/Service Site "(if applicable)".

(I/We) _____ understand that if any addendums are issued we must acknowledge their receipt at the bottom of this page.

Payment Discount (if any). _____% if paid within _____ days.
NOTE: Payment discounts of less than 30 days will not be considered in award of bid.

BY _____
(Print Name)

SIGNATURE _____

TITLE _____

PHONE _____

FAX _____

E-MAIL: _____

NOTE:

As a Political Subdivision of the State of Louisiana, the FPA & OLD are required to use Electronic Bidding (E-Bids) for solicitation of bids, RFP's, Etc. As such this bid can be submitted to our E-Bid supplier at CENTRAL BIDDING www.centralbidding.com or it can be sent, sealed in an envelope via U.S. Mail; Federal Express or other; or hand delivered to the OLD'S office at 6920 Franklin Ave., N.O., La. 70122 by date and time specified for the closing of the bid.

If electronic bid submission is your preferred method of submission than you will have to sign onto the E-Bid company's site at above e-mail address for information on responding electronically.

Addendum No. 1 ..... Received: _____

Addendum No. 2 ..... Received: _____

Addendum No. 3 ..... Received: _____

"Other Franchised/ Factory Authorized Warranty/Repair Facility" (if applicable)

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ **FAX:** _____

CONTACT NAME: _____

O.L.D. SPECIFICATION NO. 516
TELESCOPIC TELEHANDLER

I. PROPOSAL

The proposal form is bound with specifications and are all an integral part of each proposal and must be returned so attached in a sealed envelope marked **Specification No. 518** to the FPA/OLD Office, 6920 Franklin Ave., New Orleans, La 70122 or emailed through our E-Bid provider at www.centralbidding.com prior to the time specified in the advertisement for opening of bids which in this instance is **2:30 P.M., TUESDAY DECEMBER 10TH, 2019.** Bids will be opened at this time in Room 123 of the FPA/OLD Office located at the above Franklin Ave. New Orleans, La. 70122.

II. SPECIFICATIONS

Specifications and Responses to these specifications can be found in **Attachment "A" pages A-1** through **A-3.** All Responses to these specifications will be judged by the Agencies Chief Engineer as meeting or not meeting the requirements as outlined in this Specifications Section.

III. SPECIFICATIONS INTERPRETATION

The specifications enumerated shall not be construed as limiting competition. The bidder may submit a proposal on equipment that he/she feels is equal, but the Agencies Chief Engineer will make final decision on the equality or superiority of the equipment bid to that as specified. **NOTE:** Any reference made to any manufacturer in this proposal is for descriptive purposes only and to establish a standard of quality required.

No oral interpretation will be made to any bidder as to the meaning of these specifications.

Every request for an interpretation of the specifications shall be made in writing and either hand delivered to the Purchasing Department located at 6920 Franklin Avenue, N.O. LA 70122, faxed to (504) 283-1855 or emailed to clucas@floodauthority.org , SUBJECT LINE: BID SPEC. 518 so that it is received at least five (5) calendar days (excluding weekends and holidays) before the time specified for bid opening. The bidder submitting the request shall be responsible for its prompt delivery.

Every interpretation shall be in the form of an addendum to the specifications. Any and all addenda will be issued seventy-two (72) hours (excluding weekends and holidays) in advance of the time specified for the opening of bids. All addendums issued shall become part of the bid proposal and acknowledged on the proposal on page 3.

IV. RESPONSE

Bidders are to provide information as required on pages 1 through 4 plus respond to each line in the specification section Attachment "A", on a one-by-one basis. Failure to follow this procedure will render the bid informal and shall be grounds for rejection of the proposal.

NOTE: ALL RESPONSES AND EXCEPTIONS WILL BE CONSIDERED IF THEY MEET OR EXCEED THOSE SPECIFIED.

V. FRANCHISED DEALER OR AUTHORIZED DISTRIBUTOR

In submitting this proposal, the bidder certifies that he/she and any other party partnered with to provide and/or maintain these units are franchised or factory authorized dealers/distributors/repair facilities for the equipment offered.

VI. OTHER INFORMATION TO BE SUBMITTED WITH BID.

Current descriptive literature on equipment proposed if other than specified.

VII. AWARDS

Awards shall be made to lowest bidder whose proposal meets or exceeds the specifications, does not exceed Budgetary Constraints and is in the best interest of the FPA and OLD. No allowance can be made for error, either of omission or commission, on the part of the bidder. It must be assumed that bidders have fully informed themselves as to all conditions, requirements and specifications before submitting proposals and they cannot expect to be excused or relieved from responsibility assumed by their proposal on the plea of error.

VIII. SERVICE /PARTS/ OPERATIONS MANUALS

Successful bidder will be required to provide 2 copies of service, parts and operational manuals for each unit upon delivery.

IX. TAXES

The price for furnishing the equipment listed shall not include Federal Excise tax, City of New Orleans Sales tax, or State of Louisiana Sales tax. As of Sept. 1, 1991, the Orleans Levee District is totally exempt from sales taxes as per House Bill No. 1139 and Act 1029.

X. WARRANTY

Warranty on the equipment will be required as specified beginning from the date of receipt of unit. Successful bidder will be responsible for any expenses and freight charges incurred in the replacement of defective equipment and/or parts covered under this warranty. Each bidder must record warranty information on Page 1 of Proposal.

XI PAYMENT

Payment will normally be made within thirty (30) days of receipt of invoice. Earlier payments may be made if discounts are allowed. **ONLY DISCOUNTS ALLOWING FOR PAYMENT WITHIN THIRTY (30) OR MORE DAYS WILL BE CONSIDERED IN AWARD OF BID.**

XII. AFFIDAVIT REQUIRED

Successful bidder will be required to submit within 10 days of award announcement a notarized Affidavit identifying the individual, partnership or corporation submitting the bid and stating that neither he nor his agents, or any other party for him or on his behalf, has paid or agreed to pay directly or indirectly, any person, firm or corporation valuable consideration for assistance in procuring, or attempting to procure, the equipment herein referred to, and further agreeing that no such consideration or reward will be in-hereafter paid. The Affidavit must be on the form included herein and must be notarized. See **Attachment B page B-1.**

XIII. REJECTION OR ACCEPTANCE OF BID PROPOSAL

FPA & OLD reserves the right to reject any and all bids and to waive any informality pursuant to the law. Incomplete, informal or unbalanced proposals may be rejected. Reasonable grounds for belief that any one bidder is concerned directly or indirectly with more than one proposal will be cause for rejection of all proposals wherein such bidder is concerned. Each bidder shall furnish satisfactory evidence of his/her competence and ability to provide as stipulated.

A bidder shall not attach any condition or provisions to his/her proposal. Any foreign conditions or qualifications may be cause for its rejection.

XIV. DISPUTE AND VENUE

Venue and jurisdictions of any suit, right or cause of action arising under or in connection with this proposal, or any actions of the FPA and/or OLD in connection therewith, including, but not limited to any successful proposal, and any and all warranties, shall be in the Parish of Orleans, State of Louisiana.

The Bidder/Contractor acknowledges that the laws of the State of Louisiana shall apply under all circumstances including, but not limited to any and all warranties.

XV. NO PERSONAL LIABILITY TO PUBLIC OFFICERS

Nothing herein shall be construed as creating any personal liability on the part of any official, officer, employee, representative or agent of the FPA or OLD

XVI. INDEMNIFICATION/LIABILITY

The Bidder/Contractor shall indemnify and hold harmless the FPA and OLD and its officers, officials, employees, agents, representatives and personnel against any and all claims, demands, suits, liabilities, damages, losses, and judgements of sums of money to any person, persons or legal entities accruing against the FPA and OLD, of personal injury, death or property damage, or any other damage including but not limited to loss of income, or on any other theory of law, to person or property

+ caused by, growing out of, resulting from, connected with, or by reason of any act, activity, and/or omission of the operation of the Bidder/Contractor, its agents, servants employees or subcontractors while engaged in, about or in connection with the discharge or performance of the services to be done or performed by the Bidder/Contractor hereunder, except for the FPA/OLD own acts of gross negligence, and shall also hold the Levee District harmless with the performance of its obligations.

XVII. EQUIPMENT DEMONSTRATION FOR DETERMINATION OF EQUALITY

Bidder may be called upon to provide the equipment on which his/her bid is based if it is determined by the FPA/OLD that manufacturer's literature is insufficient in determining the equality or superiority of the equipment proposed. If this is the case, the FPA/OLD will have the sole option to require bidder to provide a unit for proper evaluation. All costs associated with providing this unit will be the responsibility of the bidder.

XVIII. SIGNATURE AUTHORITY

Evidence of authority to submit the bid shall be in accordance with R.S. 38:2212 (A) (1) (C) and/or R.S. 39:1594(C) (2) (d)

The person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically Authorized to submit bid as reflected in the appropriate records on file with the Secretary of State: or

2. An individual authorized to bind the vendor as reflected by an accompanying corporate Resolution, certificate or affidavit, or

3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

XIX DELIVERY

Successful bidder will be required to deliver the awarded equipment to the locations as specified above.

SPECIFICTIONS ATTACHMENT "A"

BRUSH CHIPPER

1. LENGTH – 14.75 FT, < OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

2. HEIGHT – 9 FT, OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

3. WIDTH – 7 FT OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

4. WEIGHT WITHOUT WINCH & HYD JACK- 9600 LB OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

5. WEIGHT WITH WINCH AND HYD JACK - 9960 LB OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

6. CHIPPING CAPACITY- 19" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

7. INFEED OPENING HEIGHT- 24"OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

8. INFEED OPENING WIDTH- 20" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

9. FEED ROLLER ORIENTATION- VERTICAL

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

10. FEED TABLE HEIGHT- 34" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

11. FEED SPEED (MAX) 117 FPM (35.7M/MIN)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

12. FEED ROLLER DIMENSIONS: (TWO) 23.5" X 18" (59.7 CM X 45.7 CM)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

13. DRUM SPEED: 1100 RPM OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

14. DRUM DIMENSIONS: 36" (91.4 cm) DIAMETER OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

15. DRUM THICKNESS: .5" (1.3 CM) OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

16. KNIVES: 4 KNIVES – 5.5" X 10" X .625" (14 CM X 25.4 CM X 3.2 CM)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

17. SHEAR BAR: 4 SIDED- 3" X 20.25" X 125"

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

18. ENGAGEMENT SYSTEM: AUTOMOTIVE STYLE CLUTCH

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

19. ENGINE: 4 CYLINDER, TIER 4, DIESEL, 170 HP OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

20. DISCHARGE HEIGHT: 107" , DEGREE OF ROTATION: 270 DEGRESS

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

SPECIFICTIONS ATTACHMENT "A"

BRUSH CHIPPER

1. LENGTH – 14.75 FT, < OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

2. HEIGHT – 9 FT, OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

3. WIDTH – 7 FT OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

4. WEIGHT WITHOUT WINCH & HYD JACK- 9600 LB OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

5. WEIGHT WITH WINCH AND HYD JACK - 9960 LB OR <

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

6. CHIPPING CAPACITY- 19" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

7. INFEED OPENING HEIGHT- 24"OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

8. INFEED OPENING WIDTH- 20" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

9. FEED ROLLER ORIENTATION- VERTICAL

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

10. FEED TABLE HEIGHT- 34" OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

11. FEED SPEED (MAX) 117 FPM (35.7M/MIN)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

12. FEED ROLLER DIMENSIONS: (TWO) 23.5" X 18" (59.7 CM X 45.7 CM)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

13. DRUM SPEED: 1100 RPM OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

14. DRUM DIMENSIONS: 36" (91.4 cm) DIAMETER OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

15. DRUM THICKNESS: .5" (1.3 CM) OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

16. KNIVES: 4 KNIVES – 5.5" X 10" X .625" (14 CM X 25.4 CM X 3.2 CM)

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

17. SHEAR BAR: 4 SIDED- 3" X 20.25" X 125"

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

18. ENGAGEMENT SYSTEM: AUTOMOTIVE STYLE CLUTCH

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

19. ENGINE: 4 CYLINDER, TIER 4, DIESEL, 170 HP OR >

MEETS SPECS: YES_____ NO_____

EXCEPTIONS: _____

Initials: _____

STATE OF LOUISIANA)
PARISH OF _____)

ATTACHMENT "B"

AFFIDAVIT ATTESTING THAT MATERIALS/EQUIPMENT PURCHASE WAS NOT, NOR WILL BE SECURED THROUGH EMPLOYMENT OF, OR PAYMENT TO SOLICITOR

KNOWN ALL MEN BY THESE PRESENTS, that EQUIPMENT PURCHASE is Contemplated between **THE ORLEANS LEVEE DISTRICT & SOUTHEAST FLOOD PROTECTION AUTHORITY-E**

And_____

REPRESENTED BY_____,_____
(NAME) (TITLE)
who attest that he is empowered and authorized to execute said documents.

Further,_____,
Who being duly sworn does depose and attest that:

(1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the purchase under which he received payment.

(2) No part of the purchase price received by affiant was paid or will be paid to any person, corporation firm, association, or other organization for soliciting the purchase, other than payment for the equipment awarded as bid.

WITNESSES:

_____ _____

_____

BEFORE ME, the undersigned authority, personally appeared_____, who being duly sworn, depose and states that the above is true and correct in all respects recited.

SWORN TO AND SUBSCRIBED before me this _____day of_____.

_____
NOTARY PUBLIC

Federal I.D. No._____