

## INVITATION TO BID

### SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST

PURCHASING DEPARTMENT  
6920 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

**Document Date: January 08, 2024**

**BID NO.: FFE011024**

**BID NAME: Franklin Fitness Equipment**

**BID FOR: Fitness, gym, and police training equipment.**

**BID DUE BY: February 26, 2024 at 2:00 PM**

## INVITATION TO BID

Southeast Louisiana Flood Protection Authority – East (henceforth FPA)  
Point of Contact (POC) for questions or comments:

Donald Jerolleman Jr., M.Sc., P.E.  
Southeast Louisiana Flood Protection Authority – East  
Senior Project Manager  
(504) 286-3118  
[djerolleman@floodauthority.org](mailto:djerolleman@floodauthority.org)

Sealed bids for fitness, gym, and police training equipment (see specifications for details) will be received until 2:00 PM, on Monday, February 26, 2024. Late Bids will not be accepted. Bidder shall review Bid Documents for required submission details and procedure. Bidder shall familiarize themselves with and comply with all provision, instructions, and requirements of the Bidding Documents.

Eligible bidders may obtain further information and inspect the bidding documents by contacting the POC listed above via email. Phone calls shall not be considered formal or an official means of contact for requests, any and all verbal communication shall be considered informal and for informational purposes only.

All Bid Documents, answers, and addenda will be sent via email to the official “Bidders” list. To be listed on the Official Bidders List, email the “FPA Contact” above and include the “Bid Number” in the subject line, along with bidder’s name, phone number, email address, and mailing address in the email’s body. The bidder will receive an email confirmation when they have been entered onto the Official Bidders List. It is the bidder’s responsibility to ensure they have receive said confirmation and all current bid documents.

Bidders may also check to see if <https://www.centrauctionhouse.com/> or if the [www.floodauthority.org](http://www.floodauthority.org) website contain downloadable electronic versions. The FPA makes no assertion that all of the Bid Documents, Addenda, etc. will be available online. Nor does the FPA assert that said document(s) are maintained and/or updated.

## LOCAL ADVERTISEMENTS

This advertisement will be published in the following periodicals:

THE NEW ORLEANS ADVOCATE      **Tuesday, January 30, 2024**  
and **Tuesday, February 06, 2024**

## INSTRUCTIONS TO BIDDERS:

The terms Bidder, Contractor, and Vendor may be used interchangeable and considered as the same entity.

Only official FPA emails, related to this advertisement shall be considered to contain all relevant up-to-date information. These emails will only be sent to the Official Bidders List.

Read the entire bid, including all terms and conditions and specifications.

Rules And Regulations: Bids submitted are subject to provisions of the laws of the State of Louisiana including but not Limited to [LA R.S. 39:1551-1736](#); purchasing rules and regulations; executive orders; standard terms And conditions; special terms and conditions; and specifications listed in this solicitation

By signing the Bid or submitting the Bid online via the vendor portal (whichever is applicable) the Bidder certifies compliance with all instructions to bidders, terms, conditions and specifications, and further certifies that this Bid is made without collusion or fraud.

This Bid is to be manually signed in ink or submitted online via the vendor portal, whichever is applicable, by a person authorized to bind the vendor (see [provision "SIGNATURE AUTHORITY"](#)). All Bid information shall be with ink or typewritten or submitted online via the vendor portal, whichever is applicable.

Bid Forms. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed (see [provision "SIGNATURE AUTHORITY"](#)). Bids submitted in the following manner will not be accepted:

- Bid submitted on paper contains no signature indicating intent to be bound;
- Bid filled out in pencil; and
- Bid not submitted on the specified forms.

Amount of Bid Bond required: Addressed in the [SPECIAL PROVISIONS section](#) if applicable.

Amount of Payment & Performance Bond, if required: Addressed in the [SPECIAL provisions SECTION](#).

To assure consideration of your bid, all bids and addenda should be returned in a sealed envelope or package clearly marked with the Bid Opening date and the Bid Number, or submitted online via the site listed in the Invitation to Bid, whichever is applicable.

## SUBMITTING A BID

Bids may be delivered to the front office of the [Administration building at 6920 FRANKLIN AVE, NEW ORLEANS, 70122](#), where the Bid envelops will be placed in the locked "Bid Box". Bidder is responsible for ensuring bid is received prior to the Bid Opening Time (as stated in the Invitation to Bid) in order to be considered. Bidder is responsible for requesting a receipt for the submission, if they desire one.

All non-electronic bids shall be submitted in a **sealed envelope clearly marked “Sealed Bid for FFE011024”**. If the Bidder chooses to mail the Bid, this statement shall be placed under the Bidder’s return address in the upper left-hand corner of the envelope. If Bid is mailed, Bidder shall use certified mail.

Faxed Bids, bids are not allowed to be submitted by fax.

Electronic bids are set up to be received on <https://www.centrauctionhouse.com/>. It is the Bidder’s responsibility to ensure they are submitting for the correct advertisement and that the submittal is uploaded and received by the required deadline. It is the Bidders responsibility to ensure they follow Centrauctionhouse.com protocols and formats for submissions.

## **BID OPENING AND AWARDS**

Bidders may attend the Bid Opening, but no information or opinions concerning the ultimate contract award will be given at the Bid Opening or during the evaluation process. Bids may be examined in accordance with [LA R.S. 44.1](#). Information pertaining to completed files may be secured by contacting the POC listed in the [Invitation to Bid](#) and setting up an appointment during normal working hours.

The Flood Protection Authority – East reserves the right to award contract or place orders for items separately (individually, such as combinations), award items grouped, award bids on an all-or-none basis, to reject any or all bids, and to waive any informalities. Every contract or order shall be awarded to the **LOWEST RESPONSIVE and RESPONSIBLE BIDDER**, taking into consideration the **CONFORMITY WITH THE SPECIFICATIONS** and the **DELIVERY and/or COMPLETION DATE**. Split awards made to several vendors will only be granted to those deemed responsive and responsible.

- The FPA may award this contract on an all-or-none basis to the overall lowest responsive, responsible bidder, meeting the specifications. The FPA further reserves the right to reject individual line items from the award.
- The FPA may award this contract on a grouped basis, to one or more bidders. The award(s) will be to the overall lowest responsive, responsible bidder(s) meeting the specifications, for each group. However, the FPA reserves the right to award the items separately to one or more bidders. The FPA further reserves the right to reject individual items from the award(s) and/or group(s).
- The FPA may award a contract on an individual item basis, to the lowest responsive, responsible bidder meeting the specifications, for a particular item. The FPA further reserves the right to reject individual line items from the award(s).

In accordance with the provisions of [LA. R.S. 39: 2192](#), in awarding contracts after August 15, 2010, any public entity is authorized to reject a Proposal or Bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or Bid awarded under the laws governing public contracts under the provisions of [Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950](#), or the [Louisiana procurement code under the provisions of Chapter 17 of Title 39](#).

## **SPECIAL ACCOMMODATION**

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a Bid and desires to attend the Bid Opening, must notify this office in writing not later than 7 days prior to the Bid Opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the Bid Opening.

## GENERAL PROVISIONS

### SPECIFIED PRODUCTS, ALTERNATIVES, AND DESCRIPTIVE INFORMATION

Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Wherever in the advertisement or specifications, the name of a certain brand, make, manufacturer, or definite specification is utilized, it shall be known that this information is used only to denote the quality standard of product desired and that the FPA does not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable.

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the Engineer, the Architect, and/or the Owner to evaluate quality, suitability, and compliance with the specifications in the solicitation. **Failure to submit sufficient descriptive information may cause item(s) and/or bid to be rejected.** Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder should state in what respect item(s) deviate. **Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.**

Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. **No remanufactured, demonstrator, used or irregular product will be considered** for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

**All request for substitution, alternative, approved equals, etc. shall be submitted fourteen (14) days prior to bid opening.** The approval or denial, the proposed substitution, and the prior approved product(s) will be sent to the Contractor/Vendor making the request and listed in an addendum. Owner/Agency may, at its discretion, informally send an approved substitutions list to all official "Plan Holders". This informal list shall not be considered official or approved substitutions until such substitutions are listed as approved in an Addenda.

### PRICES AND DELIVERIES

All Bid amounts shall be stated in United States Dollars.

Unless otherwise specified in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of thirty (30) days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) As specified in the solicitation.

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

### TAXES

Bidder is responsible for including all applicable taxes in the bid price. State agencies are exempt from all state and local sales and use taxes. Bidder may request tax exemption letter. [LA RS 47:301 et seq.](#), all governmental bodies are excluded from payment of sales tax to any Louisiana taxing body.

### CONTRACT RENEWLS

Upon agreement of the Flood Protection Authority – East and the Contractor, a term contract may be extended with up to two (2) twelve (12)-month periods at the same prices, terms and conditions. In such

cases, the total contract term cannot exceed 36 months. Alternatively, the Contract Term may be set for a maximum of 36 months. See the [Special Provision for Contract Term](#) details.

## **CONTRACT CANCELLATION**

The FPA has the right to terminate the contract immediately for any of the following reasons:

- Misrepresentation by the contractor;
- Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the FPA;
- Conflict of Contract Provisions with Constitutional or Statutory Provisions of State or Federal law;
- Abusive or belligerent conduct by Contractor towards an employee or agent of the FPA;
- Contractor's intentional violation of the procurement code ([LA. R.S. 39:1551 et seq.](#)) and its corresponding regulations; or,
- Any listed reason for debarment under [LA. R.S. 39:1672](#).

The FPA may terminate the contract for convenience at any time

- By giving thirty (30) days written notice to the contractor of such termination: or
- By negotiating with the contractor an effective date. The FPA shall pay contractor for, if applicable:
  - Deliverables in progress;
  - The percentage that has been completed satisfactorily; and,
  - For transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

The FPA has the right to terminate the contract for cause by giving thirty (30) days written notice to the contractor of such termination for any of the following non-exclusive reasons:

- Failure to deliver within the time specified in the contract;
- Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; or,
- Any other breach of contract.

## **DEFAULT OF CONTRACTOR**

Failure to deliver within the time specified or to provide the services as specified in the Bid will constitute a default and may cause cancellation of the contract. Where the FPA has determined the contractor to be in default, FPA reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the Contract Price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

## **ORDER OF PRIORITY**

In the event there is a conflict between the Instructions to Bidders, Standard or General Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall govern.

## **APPLICABLE LAW AND VENUE**

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

Venue for any action, dispute, suits, or proceedings arising out of or relating to the Bidding Documents, Bid, or Contract and the transactions contemplated hereby shall be in the courts of Jefferson Parish, Louisiana.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

By submitting and signing this Bid, Bidder agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972,
- Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972,
- The Age Discrimination Act of 1975, and
- Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidder Agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by Bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

## **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the FPA, its Officers, its Agents and its Employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the Contractor, its Officers, its Agents, or its Employees. Contractor is obligated to indemnify only to the extent of the fault of the Contractor, its Officers, its Agents, or its Employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the FPA, its Officers, its Agents or its Employees.

## **SIGNATURE OF AUTHORITY**

Attention: [LA. R.S. 39:1594\(C\)\(4\)](#) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid (**Provide statement and backup documentation of which following option applies, with the Bid**).

- The signer of this Bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office before contract award.
- The signer of the Bid is a representative of the Bidder authorized to submit this Bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents should be attached hereto.

- The Bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
- The signer of the Bid has been designated by the Bidder as authorized to submit bids on the Bidder's behalf. Bidder shall provide notarized statement that they are authorizing the signer to sign the Bid on the Bidder's behalf.

### **ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the [Energy Policy and Conservation Act \(P.L. 94-163\)](#).

### **CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the Provisions, which require compliance with all applicable standards, orders or requirements issued under [Section 508 of the Clean Water Act](#) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

### **ANTI-LOBBYING AND DEBARMENT**

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.

### **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with [LA R.S. 39:1602.1](#), the following applies to any bid with a value of \$100,000 or more and to Vendors with five or more employees:

- By submitting a response to this solicitation, the Bidder or proposer certifies and agrees that the following information is correct:
  - In preparing its response, the Bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel.
  - The Bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions.
- The state reserves the right to reject the response of the Bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## **CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

By signing and submitting any Bid for \$25,000 or more, the Bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the [General Services Administration \(GSA\)](#) in accordance with the requirements in "[Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

## **RIGHT TO AUDIT**

FPA shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to [LAC 34:XIII.1603](#).

## **SECRETARY OF STATE COMPANY STATUS**

In accordance with Louisiana law, all corporations (see [LA R.S. 12:262.1](#)) and Limited Liability Companies (see [LA R.S. 12:1308.2](#)) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

## **DATA PRIVACY**

By signing and submitting this bid, I hereby authorize that all information provided in this solicitation, including any and all personal or company data may be shared with FPA departments, suppliers and other governmental agencies to facilitate procurement transactions. This data will be retained according to FPA's retention schedule.

## **INSURANCE REQUIREMENTS**

See Special Provisions and/or Appendices

## **WARRANTY**

Bidder shall attach all relevant warranty and maintenance information to this bid. **Warranties and maintenance requirements may be a factor in awarding the bid.** Optional extended warranty information may be submitted with the bid by bidder.

Unless specified to the contrary herein, all delivered materials, vehicles, and equipment **shall be new**; they shall not have been previously used or rented. All permanently installed materials shall be new and they shall not have been previously used. Any vinyl material shall be virgin vinyl.

## **DIFFICULTIES**

Attention of Bidders is called to the conditions and difficulties that may be encountered in performance of this contract. The FPA and associated Levee Districts are not responsible whatsoever for the information furnished the Bidder and does not guarantee its correctness. The Bidder shall assume full responsibility for their employees and their equipment. Bidder waives any claim in the case of loss due to any cause whatsoever. Bidder is required to familiarize themselves with the locations and historical and future projections that might impact Bidders work in said locations.



## **MEASUREMENT AND PAYMENT**

Contractor shall submit a W-9 and coordinate with FPA Finance Department to setup payment options.

Contractor will be provide instructions for submitting invoices to the FPA (this may require digital or paper submission, as directed by the FPA).

Delivered materials may not be invoiced until material is delivered and inspected.

Contractor shall submit an invoice upon successful and accepted completions of valid pay items, payment will be made within 30 days, excluding any inquires/replies, clarifications, or edits to said invoice.

## **DELINQUENT PAYMENT PENALTIES**

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Supplier penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by FPA in any dispute arising therefrom.

## **DISCREPANCIES**

Bids shall be submitted to the correct project and corresponding project number, as indicated in the Invitation to Bid. Should there be any discrepancy in the project number online and Invitation to Bid, Contractor shall immediately notify the FPA Point of Contact (POC) noted in the [Invitation to Bid](#).

ARITHMETIC DISCREPANCIES IN BID PRICE. The following methods may be used to resolve any arithmetic discrepancies found on bid forms as submitted by bidders:

- Obviously misplaced decimal points will be corrected.
- In the event of a discrepancy between the unit price, the extended price, and/or the total bid price, the unit price shall govern.
- Apparent errors in the addition of lump sum and extended unit prices will be corrected.
- It shall be noted that it is not the responsibility of the Owner or Consultant to fix any errors in the Contractor's bid. **Any edits are at the sole discretion of the Owner.**

## **SPECIAL PROVISIONS**

### **PRE-BID MEETING**

There will be **no** pre-bid meeting. Should a bidder desire to schedule a site visit, they may do so at the availability of the FPA POC.

- Visitors are responsible for furnishing their own (as needed and required) P.P.E. for any Site Visits, e.g.: hard hat, safety vest, protective safety glasses, proper foot attire, etc.
- The Flood Protection Authority assumes no responsibility or liability for the safety of those in attendance.

### **TWIC REQUIREMENTS**

A TWIC Card is not required to complete this work.

### **BOND**

#### Bid Bond:

**Each proposal shall be accompanied by a Bid Bond in the amount of 5% of the total bid** and made payable to the Southeast Louisiana Flood Protection Authority – East, as guarantee that the bidder will, if awarded the Contract, enter into a contract with the FPA. Should the successful Contractor fail to furnish all of the required Certifications in the time frame allotted, the Bid Guarantee shall be forfeited to the FPA as ascertained, admitted and liquidated damages. Any standard Bid Bond form may be used, such as the ADA form.

#### Payment and Performance Bond:

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.

### **AFFIDAVITS**

#### Non-Collusion Affidavit:

Successful Bidder must submit within 10 days from announcement of award a notarized Affidavit identifying the individual, partnership or corporation submitting the Bid and stating that neither he or 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 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 APPENDICES](#))

#### Past Criminal Convictions Affidavit:

Successful Bidder must submit within 10 days from announcement of Award a Notarized “NO FELONY CONVICTION ATTESTATION” Affidavit attesting that no individual partner, incorporator, Director, Manager, Officer, Organizer, or Member who has a minimum of 10% ownership has ever been convicted of or plead guilty to a Felony ([SEE APPENDICES](#))

Affidavit of use of Status Verification System:

Successful Bidder must submit within 10 days from announcement of award a Notarized “STATUS VERIFICATION AFFIDAVIT” attesting that all Employees are of legal status. (SEE APPENDICES)

**INSURANCE REQUIREMENTS**

For any work performed on or within FPA properties, Right-of-Way (ROW), Levees, Canals, Structures, etc., Contractor shall meet the minimum insurance requirements as outlined below and in the Appendices, if applicable.

Successful Bidder will be required to submit to the Levee District within 10 Days after announcement of award Certificate(s) of Insurance showing coverage for all limits required below.

Coverage shall be maintained after project completion as outlined in the specific requirements by the line of coverage within the Contract Documents.

Contractor/Vendor shall furnish, originals of the policies to FPA as well as certificates of insurance (COI) evidencing the other insurance requirements specified herein **prior to commencing any work.**

No direct payment will be made for providing the required insurance (Unless provided for under an executed contract between the FPA and Contractor).

Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for workers' compensation insurance are acceptable with the submission of a notarized copy of Contractor's authority to self-insure.

The Contractor/Vendor must require any and all subcontractors to meet the requirements listed below including all coverage limits, additional insured, primary and non-contributory, and other endorsements.

All insurance required herein **shall be primary** to any similar insurance that may be carried by FPA for its own protection.

Certificates: A Certificates of Insurance (COI) shall be submitted to the SLFPA – E as proof of insurance in the amounts for purposes stated with the required endorsements. The Certificates of Insurance are subject to the approval of the Authority **prior to the commencement of the work or service.**

Insurance policies shall be issued by an admitted and authorized insurance company licensed to do business in the State of Louisiana and signed by an authorized representative of the insurance company covering the risk (La. R.S. 22:1257) and shall be "A.M. Best Rated" A VII or better.

Insurance renewal Certificates shall be submitted and approved by the Authority **at least ten (10) business days prior to expiration** date of an insurance coverage (30 days notice, if noted).

Named Insured: Except for the workers' compensation insurance and the professional liability insurance, The Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East **shall be named as the Certificate Holder and as an Additional Insured on all policies required herein.** In those instances, where Contractor is to do work on a site FPA leases to a tenant, Contractor shall have the tenant named as an additional insured on Contractor's CGL policy. Contractor shall inquire of FPA which tenant is to be so named, if FPA has not notified Contractor. These endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.

Waiver of Subrogation: **All insurance policies required herein, as well as any other insurance carried by Contractor for its protection or the protection of its property on the Project,** shall provide that the insurers waive any rights of subrogation in favor of the Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East.

These endorsements **shall be included on the insurance Policy and the Certificate of Insurance** as defined in this document or the Certificate will not be approved.

Notice of Cancellation: The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without at least 30 days written notice to the certificate holders. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Southeast Louisiana Flood Protection Authority-East, Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District shall be named as the Certificate Holder and as an Additional Insured (except Worker's Compensation and Professional Liability) primary and non-contributory, and a Waiver of Subrogation of Right in the Favor of the Orleans Levee District and the SLFPA-East endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.

Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed.

Maintaining Insurance: All insurance policies herein required shall remain in full force and effect for the duration of the Contract. If any insurance required herein is canceled or materially changed and not immediately replaced during the term of this Contract FPA reserves the right to purchase insurance at the expense of Contractor to protect FPA's interest. The furnishing of insurance shall not relieve Contractor of the responsibility for losses not covered by insurance.

No Representation or Warranty: FPA makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect Contractor/Vendor's interests.

Deductibles: Contractor/Vendor shall be responsible for the full amount of any deductible associated with any of the insurance policies required herein.

Increase in Coverage: FPA reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and complete certified copies of all required insurance policies at the discretion of Engineer.

Contractual Hold Harmless: The Contractor/Vendor shall indemnify, and hold completely free of harmless the Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East, its employees, consultants, and members of the SLFPA-E Board from all loss, liability or expense to which the Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East, employees, consultants, and members of the SLFPA-East Board may be subject to as a result of operations and/or Errors or Act of Omissions of any sub-Contractor/Vendor.

Statement: Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East. The final insurance coverage requirements are subject to the Bid Specification(s) and/or Contractual Agreement. The limits herein **are minimum limits only**, and the Authority makes no warranty as to the adequacy of these limits or coverages.

The Southeast Louisiana Flood Protection Authority – East reserves the right to revise insurance requirements as deemed in the best interest of the Levee District(s) and the Authority. The SLFPA – E reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the Contractor/Vendor to maintain the required insurance or failure to comply with any and/or all requirements contained in the insurance section.

## COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive general liability insurance (on an occurrence basis) with limit of liability of not less than those listed below, for all injuries or deaths. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse, and underground property damage hazards, completed operations and a broad form contractual endorsement. Where Contractor's operations include the use of water craft, the water craft exclusion in the comprehensive general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.

### Claims Made Policy Not Accepted.

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000.00) Aggregate
- Premises Operations
- Products and Completed Operation
- Personal / Adv. Injury
- Property Damage
- Liquor Liability (if applicable)
- Contractual Liability
- General Liability coverage shall be written on the current version of [ISO Form CG 00 01](#) or its equivalent.
- The additional insured must include both ongoing and completed operations using [ISO forms CG 2010](#) and [CG 2037](#) or their equivalent.
- The general liability must be written on a primary and non-contributory basis to any other insurance available to the Authority or other indemnified parties.
- The general liability coverage, including completed operations, shall be maintained through the statute of repose in Louisiana.
- The general aggregate limits shall apply only to this project.

## COMPREHENSIVE MOTOR VEHICLE LIABILITY INSURANCE

Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive motor vehicle liability insurance, which shall include hired car and non-ownership coverage with limit of liability of not less than those listed below for all injuries or deaths.

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- One Million Dollars (\$1,000,000.00) Aggregate
- Owned Autos / Non-Owned Autos
- Hired Auto / All Autos

## COMMERCIAL UMBRELLA/EXCESS LIABILITY

Limit of Coverage: Two Million Dollars (\$2,000,000.00)

Excess of primary General Liability, Auto Liability, and Employer's Liability.

Required limits may be met with a combination of primary and excess policies.

## WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain at Contractor's sole cost and expense workers' compensation insurance which will protect Contractor from claims under the [Louisiana Workers' Compensation Act \(La. R.S. 23:1021, et.seq.\)](#).

If Contractor's employees qualify for compensation benefits under the provisions of the federal [Longshoremen's and Harbor \(US L&H\) Workers' Compensation Act \(33 USC 901, et. seq.\)](#), Contractor shall also procure and maintain insurance which will protect Contractor, Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East from claims under the [LHWCA](#). If Contractor's employees qualify for compensation benefits for injury or death under the provisions of the [Jones Act \(46 USC 688, et. seq.\)](#) and under the [general maritime law](#), Contractor shall also procure and maintain insurance which will protect Contractor, Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District and the Southeast Louisiana Flood Protection Authority-East from claims. This includes ANY work near or over water and the use of any vessels.

LIMIT of COVERAGE: STATUTORY (Contractor is responsible in ensuring listed limits are current with any applicable laws).

- Employers Liability: \$1,000,000
- Each Accident, \$1,000,000
- Each Employee, \$1,000,000

## **ADDITIONAL WARRANTY & MAINTENANCE REQUIREMENTS**

Contractor shall provide on-site maintenance and support for any issue that should arise with the fitness equipment, for one (1) year post delivery and installation of said equipment, at not cost to the FPA. This includes parts and labor for any repairs that are deemed by the FPA to be a product defect. If Contractor fails to uphold this provision in a timely manner, the FPA has the right to have any necessary repairs or consultations made and recoup all associated costs from the Bidder/Contractor.

## **DELIVERY**

[LA RS 38:2254](#), All persons or companies selling to the state or any of its agencies, boards, districts or commissions shall comply with the following provisions:

- A delivery ticket must accompany the things sold when delivered and
- A complete itemized invoice must be sent to the proper place immediately.

All materials to be delivered shall be FOB Destination, Prepaid Freight (total cost included in Bid price), delivered to [Receiving Department, 6920 Franklin Ave, New Orleans, LA 70122 \(or as indicated in the Special Provisions\)](#). The FPA reserves the right to change the shipping location to anywhere in the parishes of Orleans, Jefferson, and/or St. Bernard, at any time prior to items being collected by the shipping company, at no additional cost to the FPA. The FPA reserves the right to cancel all or part of any order (if not already shipped. Shipping receipt required for proof of shipping)

All materials, equipment, labor, overhead, profit, associated expenses, insurance, travel, incidental costs, incidental works, and unforeseen costs needed to compete any services, product installations, material fabrications, and/or material procurement with transportation shall be included in the bid price.

### Maximum Delivery Days

All items shall be delivered and installed within thirty (30) Calendar days of the order/request for said item.

### Default of Supplier

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the FPA has determined the supplier to be in default, FPA reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the supplier with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting supplier will be considered for award.

## **INSTALLATION/SETUP/BREAKDOWN OF EQUIPMENT, FURNITURE, MATERIALS, ETC.:**

### Items to be Delivered and Installed/Setup

Contractor shall begin installation of any item indicated to be installed/setup in the “DESCRIPTION OF ITEMS” within seven (7) days of delivery of that item. Within fourteen (14) days of delivery, the item shall be installed, setup, calibrated, and configured according to manufacture recommendations and specifications. Contractor shall provide FPA will copies of all spec sheets, cut sheets, setup instructions, operating & maintenance instructions, etc from each manufacturer for each item. Contractor shall clean up any debris, trash, etc created from unpacking, installing, or setting up a item, to the satisfaction of the FPA. All debris and trash shall become the property of the Contractor shall be removed from FPA property and dispose of in a legal and appropriate manner. Contractor shall not use FPA garbage facilities without express written permission from the FPA.

## **CONTRACT TERM**

The Contract Term is for twelve (12) months from the date the Contract is executed. The Contract term may be extended for two (2) twelve (12)-month periods at the same prices, terms and conditions. In such cases, the total Contract Term cannot exceed 36 months.

## **DESCRIPTION OF ITEMS (materials, vehicles, and equipment to be delivered, installed, and/or services to be provided):**

### **Item 1:. Curved Treadmill**

Item 1, Note 1: Deliver and Install with Setup/Configure

Item 1, Note 2: Woodway Curve FTG Treadmill <https://www.woodway.com/products/curve-ftg/>

### **Item 2:. Elliptical 835**

Item 2, Note 1: Deliver and Install with Setup/Configure

Item 2, Note 2: Precor EFX 835 Elliptical <https://www.precorhomefitness.com/products/precor-efx-835-elliptical>

### **Item 3:. Elliptical 635**

Item 3, Note 1: Deliver and Install with Setup/Configure

Item 3, Note 2: Precor EFX 635 Elliptical <https://www.precorhomefitness.com/products/precor-efx-635-elliptical>

**Item 4:. Seated Elliptical**

Item 4, Note 1: Deliver and Install with Setup/Configure

Item 4, Note 2: Octane Fitness XR6000 <https://www.fitnesssuperstore.com/Octane-Fitness-XR6000-Seated-Elliptical-p/xr6000.htm>

**Item 5:. Seated Abdominal Crunch resistance machine**

Item 5, Note 1: Deliver and Install with Setup/Configure

Item 5, Note 2: Hoist Fitness RS-1601 Abdominals <https://www.hoistfitness.com/products/rs-1601-abdominals>

**Item 6:. Chest Press Resistance Machine**

Item 6, Note 1: Deliver and Install with Setup/Configure

Item 6, Note 2: Hoist Fitness RS-1301 Chest Press <https://www.hoistfitness.com/products/rs-1301-chest-press>

**Item 7:. Pectoral Fly Resistance Machine**

Item 7, Note 1: Deliver and Install with Setup/Configure

Item 7, Note 2: Hoist Fitness RS-1302 Pec Fly [https://www.hoistfitness.com/products/rs-1302-pec-fly?\\_pos=1&\\_sid=b10730b18&\\_ss=r](https://www.hoistfitness.com/products/rs-1302-pec-fly?_pos=1&_sid=b10730b18&_ss=r)

**Item 8:. Lat Pulldown Resistance Machine**

Item 8, Note 1: Deliver and Install with Setup/Configure

Item 8, Note 2: Hoist Fitness RS-1201 Lat Pulldown [https://www.hoistfitness.com/products/rs-1201-lat-pulldown?\\_pos=1&\\_sid=4b7bfab0b&\\_ss=r](https://www.hoistfitness.com/products/rs-1201-lat-pulldown?_pos=1&_sid=4b7bfab0b&_ss=r)

**Item 9:. Seated Mid Rowing Resistance Machine**

Item 9, Note 1: Deliver and Install with Setup/Configure

Item 9, Note 2: Hoist Fitness RS-1203 Seated Mid Row [https://www.hoistfitness.com/products/rs-1203-seated-mid-row?\\_pos=1&\\_sid=c66fd9875&\\_ss=r](https://www.hoistfitness.com/products/rs-1203-seated-mid-row?_pos=1&_sid=c66fd9875&_ss=r)

**Item 10:. Shoulder Press Resistance Machine**

Item 10, Note 1: Deliver and Install with Setup/Configure

Item 10, Note 2: Hoist Fitness RS-1501 Shoulder Press [https://www.hoistfitness.com/products/rs-1501-shoulder-press?\\_pos=1&\\_sid=aa422b2cd&\\_ss=r](https://www.hoistfitness.com/products/rs-1501-shoulder-press?_pos=1&_sid=aa422b2cd&_ss=r)

**Item 11:. Leg Extension Resistance Machine**

Item 11, Note 1: Deliver and Install with Setup/Configure

Item 11, Note 2: Hoist Fitness RS-1401 Leg Extension [https://www.hoistfitness.com/products/rs-1401-leg-extension?\\_pos=1&\\_sid=1360accb5&\\_ss=r](https://www.hoistfitness.com/products/rs-1401-leg-extension?_pos=1&_sid=1360accb5&_ss=r)

**Item 12:. Leg Curl Resistance Machine**

Item 12, Note 1: Deliver and Install with Setup/Configure

Item 12, Note 2: Hoist Fitness RS-1402 Leg Curl [https://www.hoistfitness.com/products/rs-1402-leg-curl?\\_pos=1&\\_sid=2ac60743c&\\_ss=r](https://www.hoistfitness.com/products/rs-1402-leg-curl?_pos=1&_sid=2ac60743c&_ss=r)



**Item 13:. Leg Press Resistance Machine**

Item 13, Note 1: Deliver and Install with Setup/Configure

Item 13, Note 2: Hoist Fitness RS-1403 Leg Press [https://www.hoistfitness.com/products/rs-1403-leg-press?\\_pos=1&\\_sid=5d6e76c1a&\\_ss=r](https://www.hoistfitness.com/products/rs-1403-leg-press?_pos=1&_sid=5d6e76c1a&_ss=r)

**Item 14:. Functional Trainer System**

Item 14, Note 1: Deliver and Install with Setup/Configure

Item 14, Note 2: Hoist Fitness MI7Smith Functional Training System  
<https://www.hoistfitness.com/collections/mi7-mismith-series/products/mi7smith-functional-training-system>

Item 14, Note 3: Precor FTS Glide Functional Strength Trainer  
<https://precorathome.com/products/fts-glide-strength>

**Item 15:. Free-weight Stand**

Item 15, Note 1: Deliver and Install with Setup/Configure

Item 15, Note 2: Hoist Fitness HF-5444 Olympic Weight Tree  
[https://www.hoistfitness.com/products/hf-5444-olympic-weight-tree?\\_pos=1&\\_sid=2c03bcceb&\\_ss=r](https://www.hoistfitness.com/products/hf-5444-olympic-weight-tree?_pos=1&_sid=2c03bcceb&_ss=r)

**Item 16:. Hyperextension Roman Chair**

Item 16, Note 1: Deliver and Install with Setup/Configure

Item 16, Note 2: Hoist Fitness HF-5664 AB/Back Roman Hyper  
[https://www.hoistfitness.com/products/hf-5664-ab-back-roman-hyper?\\_pos=1&\\_sid=67cfce9bd&\\_ss=r](https://www.hoistfitness.com/products/hf-5664-ab-back-roman-hyper?_pos=1&_sid=67cfce9bd&_ss=r)

**Item 17:. Dumbbell Shelf Rack**

Item 17, Note 1: Deliver and Install with Setup/Configure

Item 17, Note 2: VTX 3-Tier Dumbbell Shelf Rack #GTDR-3  
<https://fitnessexchange.com/products/vtx-3-tier-dumbbell-shelf-rack-gtdr-3>

**Item 18:. Adjustable Workout Bench**

Item 18, Note 1: Deliver and Install with Setup/Configure

Item 18, Note 2: Hoist Fitness HF-5165 7 position F.I.D. Bench  
<https://www.hoistfitness.com/products/hf-5165-7-position-f-i-d-bench>

Item 18, Note 3: With Preacher Curl and Leg Curl/Extension Attachments.

**Item 19:. Rubber Hex Dumbbell Set (pairs of 3#, 5#, 8#, 10#, 12#, 15#, 20#, 25#, 30#, 35#, 40#, 45# & 50#)**

Item 19, Note 1: Deliver and Install with Setup/Configure

Item 19, Note 2: Northern Fitness Rubber Hex Dumbbell Set  
<https://www.northernfitness.ca/products/5-50lbs-rubber-hex-dumbbell-set>

**Item 20:. Rubber Encased Grip Plates (pairs of 45#, 35#, 25#, 10#, & 2.5# as well as 2 pairs of 5#)**

Item 20, Note 1: Deliver and Install with Setup/Configure

Item 20, Note 2: USA Sports VTX Rubber Grip Plate <https://www.bsnsports.com/vtx-rubber-grip-plate-2-5lbs>

**Item 21:. Suspension Trainer**

Item 21, Note 1: Deliver and Install with Setup/Configure

Item 21, Note 2: TRX Commercial Suspension Trainer <https://www.power-systems.com/shop/product/trx-commercial-suspension-trainer>

**Item 22:. 7 Foot Wall Mount Rack**

Item 22, Note 1: Deliver and Install with Setup/Configure

Item 22, Note 2: Power Systems 7 Foot TRX Wall Mount Rack System <https://www.power-systems.com/shop/product/trx-multimount>

Item 22, Note 3:

**Item 23:. 100 lb Heavy Bag**

Item 23, Note 1: Deliver and Install with Setup/Configure

Item 23, Note 2: Ringside 100-Pound Powerhide Boxing Punching Heavy Bag

**Item 24:. Heavy bag stand**

Item 24, Note 1: Deliver and Install with Setup/Configure

Item 24, Note 2: Rated for 150 lb heavy bag.

**Item 25:. Adjustable Workout Bench**

Item 25, Note 1: Deliver and Install with Setup/Configure

Item 25, Note 2: Hoist Fitness CF-3165 Super Flat/Incline/Decline bench <https://www.hoistfitness.com/products/cf-3165-super-flat-incline-decline-bench>

**Item 26:. Bicep Curl Platform**

Item 26, Note 1: Deliver and Install with Setup/Configure

Item 26, Note 2: Hoist Fitness CF-3550 Preacher Curl [https://www.hoistfitness.com/products/cf-3550-preacher-curl?\\_pos=1&\\_sid=e1d6d2d94&\\_ss=r](https://www.hoistfitness.com/products/cf-3550-preacher-curl?_pos=1&_sid=e1d6d2d94&_ss=r)

**Item 27:. Barbell Rack**

Item 27, Note 1: Deliver and Install with Setup/Configure

Item 27, Note 2: Hoist Fitness CF-3465 Barbell Rack [https://www.hoistfitness.com/products/cf-3465-barbell-rack?\\_pos=1&\\_sid=29a3c5983&\\_ss=r](https://www.hoistfitness.com/products/cf-3465-barbell-rack?_pos=1&_sid=29a3c5983&_ss=r)

**Item 28:. Rubber Barbell Set 20#-110#**

Item 28, Note 1: Deliver and Install with Setup/Configure

Item 28, Note 2: Troy 20-110 lb 12 sided solid rubber barbell Set TSB-020-110R <https://dumbbellsdirect.com/products/troy-12-sided-solid-rubber-barbell-set-20-110-lbs>

**Item 29:. Inner Thigh Resistance Machine**

Item 29, Note 1: Deliver and Install with Setup/Configure

Item 29, Note 2: Hoist Fitness RS-1406 Inner Thigh <https://www.hoistfitness.com/products/rs-1406-inner-thigh>

**Item 30:. Outer Thigh Resistance Machine**

Item 30, Note 1: Deliver and Install with Setup/Configure

Item 30, Note 2: Hoist Fitness RS-1407 Outer Thigh [https://www.hoistfitness.com/products/rs-1407-outer-thigh?\\_pos=1&\\_sid=89626613a&\\_ss=r](https://www.hoistfitness.com/products/rs-1407-outer-thigh?_pos=1&_sid=89626613a&_ss=r)

### **Item 31:. Ball and Band Storage System**

Item 31, Note 1: Deliver and Install with Setup/Configure

Item 31, Note 2: Smart Elite Self-Guided Commercial Package – Tower Package  
<https://prismfitnessgroup.com/product/elite-storage-tower/>

### **Item 32:. Treadmill 631**

Item 32, Note 1: Deliver and Install with Setup/Configure

Item 32, Note 2: Precor TRM 631 Treadmill <https://www.precorhomefitness.com/products/precor-trm-631-treadmill>

### **Item 33:. Stair Climber Machine**

Item 33, Note 1: Deliver and Install with Setup/Configure

Item 33, Note 2: Precor SCL 835 Stair Climber <https://www.precorhomefitness.com/products/precor-scl-835-stair-climber>

### **Item 34:. Recumbent Exercise Bike**

Item 34, Note 1: Deliver and Install with Setup/Configure

Item 34, Note 2: Precor RBK 635 Recumbent Bike  
<https://www.precorhomefitness.com/products/precor-rbk-635-recumbent-bike>

### **Item 35:. Upright Exercise Bike**

Item 35, Note 1: Deliver and Install with Setup/Configure

Item 35, Note 2: Precor UBK 635 Upright Bike <https://www.precorhomefitness.com/products/precor-ubk-635-upright-bike>

### **Item 36:. Low Back Machine**

Item 36, Note 1: Deliver and Install with Setup/Configure

Item 36, Note 2: Hoist Fitness RS-1204 Low Back <https://www.hoistfitness.com/products/rs-1204-low-back#parentHorizontalTab|parentHorizontalTab3>

### **Item 37:. Body Action System**

Item 37, Note 1: Deliver and Install with Setup/Configure

Item 37, Note 2: Adjustable mixed martial arts sparring dummy  
[https://bodyactionsystem.com/products/body-action-system-x2-model?variant=31406632304688&currency=USD&utm\\_source=google&utm\\_medium=cpc&utm\\_campaign=google+shopping&gclid=Cj0KCQjwn9CgBhDjARIsAD15h0B7i\\_OhkyeTSAFvf3sKQf8h6cT1Twu9TcymTT5hU9QW\\_2cx1DskfOEaAvFGEALw\\_wcB](https://bodyactionsystem.com/products/body-action-system-x2-model?variant=31406632304688&currency=USD&utm_source=google&utm_medium=cpc&utm_campaign=google+shopping&gclid=Cj0KCQjwn9CgBhDjARIsAD15h0B7i_OhkyeTSAFvf3sKQf8h6cT1Twu9TcymTT5hU9QW_2cx1DskfOEaAvFGEALw_wcB)

### **Item 38:. Kickboxing Dummy**

Item 38, Note 1: Deliver and Install with Setup/Configure

Item 38, Note 2: Bob XL – Body Opponent Bag  
[https://www.centurykickboxing.com/products/bobxl?variant=35937092272282&currency=USD&utm\\_medium=product\\_sync&utm\\_source=google&utm\\_content=sag\\_organic&utm\\_campaign=sag\\_organic&utm\\_campaign=gs-2022-03-](https://www.centurykickboxing.com/products/bobxl?variant=35937092272282&currency=USD&utm_medium=product_sync&utm_source=google&utm_content=sag_organic&utm_campaign=sag_organic&utm_campaign=gs-2022-03-)

[14&utm\\_source=google&utm\\_medium=smart\\_campaign&gclid=Cj0KCQjwn9CgBhDjARIsAD15h0CN0Um\\_wmu\\_OU6AqkB8X12lsGGB\\_sM7V-7BoXhIdsh00b4QIAcTub0aAohwEALw\\_wcB](https://www.google.com/campaigns/14&utm_source=google&utm_medium=smart_campaign&gclid=Cj0KCQjwn9CgBhDjARIsAD15h0CN0Um_wmu_OU6AqkB8X12lsGGB_sM7V-7BoXhIdsh00b4QIAcTub0aAohwEALw_wcB)

**Item 39:. Police Model Trainer Dummy**

Item 39, Note 1: Deliver and Install with Setup/Configure

Item 39, Note 2: 6 ft 70# Police Model Dummy (Has Human-Like hands for handcuffing)  
<http://www.trainingdummies.com/police.html>

**Item 40:. Dummy Trainer Stand**

Item 40, Note 1: Deliver and Install with Setup/Configure

Item 40, Note 2: Special Stand to hold dummy in an upright position  
<http://www.trainingdummies.com/police.html>

**Item 41:. Police Trainer Dummy Taser Vest**

Item 41, Note 1: Deliver and Install with Setup/Configure

Item 41, Note 2: Removable Taser vest for Police Model Trainer Dummy  
<http://www.trainingdummies.com/police.html>

**Item 42:. Police Grappling Dummy**

Item 42, Note 1: Deliver and Install with Setup/Configure

Item 42, Note 2: 80-85 lbs Grappling Dummy  
[https://www.grapplingdummy.net/?gclid=Cj0KCQjwn9CgBhDjARIsAD15h0Dy3jpgJxea-STbNit83iWtfBQHrxsbW9TCfMiqB718cdfogYLGyKwaAqXZEALw\\_wcB#text-4e16a58e](https://www.grapplingdummy.net/?gclid=Cj0KCQjwn9CgBhDjARIsAD15h0Dy3jpgJxea-STbNit83iWtfBQHrxsbW9TCfMiqB718cdfogYLGyKwaAqXZEALw_wcB#text-4e16a58e)

**Item 43:. Rectangular Pinch Block SM**

Item 43, Note 1: Deliver

Item 43, Note 2: 3-4 cm width, 10+cm length, 7+cm height, w/ 1000+ lbs rated carabiner

**Item 44:. Rectangular Pinch Block LG**

Item 44, Note 1: Deliver

Item 44, Note 2: 5-6 cm width, 10+cm length, 7+cm height, w/ 1000+ lbs rated carabiner

**Item 45:. Cylindrical Pinch Block**

Item 45, Note 1: Deliver

Item 45, Note 2: 4.5-5cm diameter, 15+cm usable length, w/ 1000+ lbs rated carabiner

**Item 46:. Sphere Pinch Block**

Item 46, Note 1: Deliver

Item 46, Note 2: 6-8cm diameter, w/ 1000+ lbs rated carabiner

**Item 47:. Stainless Steel Chain**

Item 47, Note 1: Deliver

Item 47, Note 2: 18-inches long, 1000+ lbs rated

**Item 48:. Battle Ropes**

Item 48, Note 1: Deliver and Install with Setup/Configure

Item 48, Note 2: 30+ feet, 1.5 inch diameter, 0.5-0.8 lbs/ft

Item 48, Note 3: Provide and install mount for Block wall or Gypsum wall attachment.

**Item 49:. Curved Self-Propelled Treadmill**

Item 49, Note 1: Deliver and Install with Setup/Configure

Item 49, Note 2: Woodway Curve Trainer <https://www.woodway.com/products/curve-trainer/>

**Item 50:. XP Instructor Suit, RMXP**

Item 50, Note 1: Deliver

Item 50, Note 2: Owner to select size at time of order. Contractor to provide sizing chart.

Item 50, Note 3: <https://redmangear.com/instructor-suits/>

**Item 51:. XP Student Suit, RMPS**

Item 51, Note 1: Deliver

Item 51, Note 2: Owner to select size at time of order. Contractor to provide sizing chart.

Item 51, Note 3: <https://redmangear.com/student-suits/>

# FPA PROCUREMENT BID FORM

(Non Public Works. All Public Work Projects are required to use the LA Uniform Public Work Bid Form)

TO: SLFPA - East  
6920 Franklin Ave  
New Orleans, LA 70122

**BID FOR:** Franklin Fitness Equipment  
**BID NUMBER:** FFE011024

All prices must be held firm. Price escalation will not be allowed or considered during the term of this contract. Bidder waives any future escalation during the course of this contract. Bidder acknowledges that any incurred cost from any price, shipping, tax/tariff, storage, etc. increases during the course of the contract, are considered to be included in the Bid price.

Delivery Date (if applicable) shall be noted on the Itemized Bid form for each line item. Delivery shall be as specified in the provisions.

The undersigned bidder hereby declares and represents that they; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based their bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) (if applicable) has personally inspected and is familiar with the project site ( if applicable), and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the delivery, installation, maintenance, and/or construction and completion of fulfilling the requested bid requirements and specifications, all in strict accordance with the Bidding Documents prepared by: The Flood Protection Authority - East and dated: **January 08, 2024.**

Bidders must acknowledge all addenda (if issued). The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

**TOTAL BASE BID:** For all work and materials required by the Bidding Documents (including any and all unit prices designated "Base Bid" but not alternates) the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates, including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** N/A

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** N/A

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** N/A

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NUMBER (if required): \_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

**The following items are to be included with the submission of this FPA Procurement Bid Form:**

- Bid Security in the form of a Bid Bond, certified check or cashier's check (if required).
- Itemized Bid Form.
- Corporate Resolution or written evidence of the authority of the person signing the bid.
- Acknowledgements Form ([SEE APPENDICES](#))

## ITEMIZED BID FORM

REF. or ITEM NO.	DESCRIPTION	QTY	UNIT	DELIVERY MAX Days  (If applicable)	UNIT PRICE	EXTENDED PRICE
1	Curved Treadmill	2	Each			
2	Elliptical 835	1	Each			
3	Elliptical 635	1	Each			
4	Seated Elliptical	1	Each			
5	Seated Abdominal Crunch Resistance Machine	1	Each			
6	Chest Press Resistance Machine	1	Each			
7	Pectoral Fly Resistance Machine	1	Each			
8	Lat Pulldown Resistance Machine	1	Each			
9	Seated Mid Rowing Resistance Machine	1	Each			
10	Shoulder Press Resistance Machine	1	Each			
11	Leg Extension Resistance Machine	1	Each			
12	Leg Curl Resistance Machine	1	Each			
13	Leg Press Resistance Machine	1	Each			
14	Functional Trainer System	1	Each			
15	Free-weight Stand	1	Each			
16	Hyperextension Roman Chair	1	Each			



17	Dumbbell Shelf Rack	1	Each			
18	Adjustable Workout Bench	1	Each			
19	Rubber Hex Dumbbell Set (pairs of 3#, 5#, 8#, 10#, 12#, 15#, 20#, 25#, 30#, 35#, 40#, 45#, 50#)	596	LBS			
20	Rubber Encased Grip Plates [2]45#, 35#, 25#, 10#, [4]5#, [2]2.5#	255	LBS			
21	Suspension Trainer	2	Each			
22	7 Foot Wall Mount Rack	1	Each			
23	100 lb Heavy Bag	1	Each			
24	150 lb Heavy Bag Stand	1	Each			
25	Adjustable Workout Bench	2	Each			
26	Bicep Curl Platform	1	Each			
27	Barbell Rack	1	Each			
28	Rubber Barbell Set 20#-110#	1	Each			
29	Inner Thigh Resistance Machine	1	Each			
30	Outer Thigh Resistance Machine	1	Each			
31	Ball and Band Storage System	1	Each			
32	Treadmill 631	3	Each			
33	Stair Climber Machine	1	Each			
34	Recumbent Exercise Bike	1	Each			

35	Upright Exercise Bike	1	Each			
36	Low Back Machine	1	Each			
37	Body Action System	3	Each			
38	Kickboxing Dummy	3	Each			
39	Police Model Trainer Dummy	3	Each			
40	Dummy Trainer Stand	3	Each			
41	Police Trainer Dummy Taser Vest	1	Each			
42	Police Grappling Dummy	3	Each			
43	Rectangular Pinch Box SM	2	Each			
44	Rectangular Pinch Box LG	2	Each			
45	Cylindrical Pinch Block	2	Each			
46	Sphere Pinch Block	2	Each			
47	Stainless Steel Chain	10	Each			
48	Battle Ropes	2	Each			
49	Curved Self-Propelled Treadmill	2	Each			
50	XP Instructor Suit, RMXP	2	Each			
51	XP Student Suit, RMPS	2	Each			

Note: Unit quantities listed above are for estimating and bidding purposes only. The FPA may utilize all, part, or none of the quantities listed. The FPA will only be invoiced for actual quantities used and fulfilled according to the terms and conditions of the Bidding Documents. FPA may also choose to increase the unit quantities.

## APPENDIX A - ACKNOWLEDGEMENTS FORM

Initial in blank spots below:

(I/We) \_\_\_\_\_ propose to furnish the Southeast Louisiana Flood Protection Authority – East all necessary labor, equipment, and supplies deemed necessary to fulfill the terms and conditions of this proposal. This includes any requirement for installation, setup, maintenance, warranty, training, etc.

(I/We) \_\_\_\_\_ certify that we understand the specifications outlines in this proposal.

(I/We) \_\_\_\_\_ have submitted a Bid Bond in the amount of 5% of total bid as guarantee that I/We will perform the work required with my Bid.

(I/We) \_\_\_\_\_ understand that if successful bidder I must complete and properly execute the Affidavit(s) required in the bidding documents, within 10 days of award announcement.

(I/We) \_\_\_\_\_ understand that if I am the Successful bidder Certificate(s) of Insurance outlining the required coverage, as stated in the Insurance Requirements, must be submitted to the FPA within 10 days of announcement of Award. ([SEE APPENDICES](#))

In accordance with LA RS 38:2251 Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.

Does Bidder claim this preference? Circle One:    YES    NO

By selecting “YES” Bidder acknowledges that they have complied with the requirements to obtain this preference, as outlined in the Specifications and LA RS 38:2251 et. Seq. Bidder shall also provide list of which items they are claiming this preference on. By leaving the selection blank or choosing “NO” the Bidder waives any and all rights to this preference. Bidder shall include a list of which items they are claiming this preference to.

## **APPENDIX B - AFFIDAVITS**

**ATTESTATION CLAUSE**

REQUIRED BY

**La. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Sworn statements shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted by the successful bidder **before** the Award of Contract. The award of Contract shall be within forty-five (45) calendar days of the bid opening.

Bid Number: FFE011024

Name of Bid: Franklin Fitness Equipment **Error! Reference source not found.**

Parish: Orleans

- (an individual)
- (a partnership)
- (a corporation)

\_\_\_\_\_ certify that:

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a Contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.20)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

\_\_\_\_\_ Name of Bidder

\_\_\_\_\_ Name of Authorized Signatory of Bidder

\_\_\_\_\_ Date

\_\_\_\_\_ Title of Authorized Signatory of Bidder

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ Signature of Authorized Signatory Bidder

\_\_\_\_\_

Parish or county \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC (signature)

\_\_\_\_\_ NOTARY PUBLIC (printed name)

\_\_\_\_\_ NOTARY PUBLIC NUMBER

\_\_\_\_\_ EXPIRATION DATE

**NON COLLUSION DECLARATION**

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. In accordance with [La. R.S. 38:2224](#), a successful bidder must submit a fully executed Non-Collusion Affidavit **after** the Award of Contract.

**Affidavit**

Bid Number: FFE011024

Bid Name: Franklin Fitness Equipment

Parish: Orleans

(an individual)  
(a partnership)  
(a corporation)

certify that:

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

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

(an individual)  
(a partnership)  
(a corporation)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Parish or county \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (signature)

\_\_\_\_\_  
NOTARY PUBLIC (printed name)

\_\_\_\_\_  
NOTARY PUBLIC NUMBER

\_\_\_\_\_  
EXPIRATION DATE

**AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM**

PURSUANT TO La. R.S. 38:2212.10(C), a private employer shall not bid on or otherwise Contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10(B)(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**ATTESTATION**

I hereby attest that \_\_\_\_\_:  
(name of private employer)

1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the Contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.
4. Understands that by violating the provisions of this Affidavit, Entity may be subject to cancellation of any public contract, resulting in ineligibility for any public contract for a period of not more than three (3) years from the date the violation is discovered.
5. Entity shall be liable for any additional cost incurred by a public entity, occasioned by the cancellation of a contract or loss of any license or permit to do business in the State of Louisiana, as provided in this Affidavit.

**CERTIFICATE OF ACCURACY**

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature (Authorized Agent)

Sworn To And Subscribed, before me, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, in \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
Notary Public

**APPENDIX C - EXAMPLE DOCUMENTS**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_ INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,

A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

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

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

\_\_\_\_\_  
SECRETARY – TREASURER

\_\_\_\_\_  
DATE



## Example Bid Bond

## **APPENDIX D - Hold Harmless Agreement**

## Hold Harmless Agreement

Contractor shall defend, indemnify and hold harmless SLFPA-E and the Orleans Levee District (collectively, "owner") from and against any and all claims, damages, losses and expenses, including attorney's fees, and all other claims of any kind or nature whatsoever, including claims for contribution, and/or indemnity arising out of or resulting from the performance, nonperformance or mal-performance of the work for which permission was granted provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or property damage of whatsoever nature, including the loss of use resulting therefrom caused in whole or in part by any negligent or willful acts or omissions of Contractor, its subcontractors or anyone employed by any of them or anyone from whose acts any of them may be liable and excluding any claims caused by the negligence of the owner and/or strict liability of the owner, its agents and employees, or third parties over whom Contractor does not have control.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED,

Before me, Notary Public,  
This \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Bar Roll/Notary Number

**End of Document**