

INVITATION TO BIDDERS

Sealed bids will be received on **Tuesday, February 18, 2025** by the Greater Lafourche Port Commission (GLPC) located at 16829 East Main Street, Cut Off, Louisiana 70345 until 2:00 PM for **Furnishing and Delivering One (1) New & Unused Super Long Reach Marsh Buggy Excavator Caterpillar 330 or Equivalent.**

At exactly 2:00 P.M., all bids will be publicly opened and read at the GLPC office. Subsequent to the opening, the bids will be evaluated by the appropriate parties and will be presented to the board for approval in accordance with the Louisiana Public Bid Law.

Any bid submitted must be on the forms obtained from the GLPC. Sealed envelopes shall be marked "Furnishing and Delivering One (1) New & Unused Super Long Reach Marsh Buggy Excavator Caterpillar 330 or Equivalent" and can be delivered by regular mail, hand delivered or overnight courier service to 16829 East Main Street, Cut Off, LA 70345, or submitted online through www.centrauctionhouse.com. For online submittals, you will have to register with Central Auction House (CAH). For information about the electronic submittal process, contact Ted Fleming with Central Auction House at 1-866-570-9620.

Copies of specifications and proposal forms shall be examined online at <https://www.centrauctionhouse.com/rfp.php?cid=68> or obtained from GLPC at no cost in person, by emailing allemandb@portfourchon.com, by calling 985-632-6701, or from our website at <https://portfourchon.com/news-events/public-notice>. Please contact Brandon Allemand at 985-691-1783 for any clarification or information with regard to the specifications.

Bids received prior to the time of the scheduled bid opening will be securely kept unopened. No bid received after the scheduled time for opening will be considered. Failure of the U. S. Mail or of any express carrier or delivery service to deliver bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bidders are required to comply with La.R.S. 38:2212 and La.R.S. 38:2212.1 as may be amended (further described in the Instruction to Bidders). Failure to include a copy of the appropriate signature authorization, if required, shall result in the rejection of the bid as non-responsive.

A Bid will be considered responsive if it conforms in all respects with the conditions and requirements of the Bidding Documents. In order to be considered responsive, Bid Proposals must; (a) be fully completed, signed and be responsive in all respects to the conditions of the Notice to Contractors and Instructions to Bidders; (b) be made on the Bid Forms provided and submitted intact as part of the Contract Documents; (c) be accompanied by the required items listed in the appropriate sections of the Bidding documents.

The successful bidder must register with the Lafourche Parish Sales and Use Tax Department for use tax purposes. The Greater Lafourche Port Commission reserves the right to reject any and all bids in accordance with State Bid Law.

/s/ Chett Chiasson, Executive Director

Publications:

Daily Comet on January 30, 2025 and February 6, 2025

Lafourche Gazette: February 5, 2025 and February 12, 2025

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS
For Furnishing and Delivering One (1) New & Unused Super Long Reach
Marsh Buggy Excavator Caterpillar 330 or Equivalent

GENERAL

The VENDOR awarded this bid shall be required to furnish and deliver the above referenced equipment as per specifications attached hereto to the Greater Lafourche Port Commission (GLPC).

BID OPENING

Bidders may attend the bid opening but no information or opinions concerning the ultimate bid award will be given at the opening or during the evaluation process. Actual bid documents will not be available until after the award of the bid. However, bid tabulations may be examined or copied 72 hours after a request is made. Anyone who makes such a request must fill out a Request for Public Record Form. Information pertaining to completed files may be secured by making an appointment during normal working hours with the Greater Lafourche Port Commission (GLPC).

PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitations to Bidders and shall be enclosed in an opaque sealed envelope or submitted electronically to www.centrauctionhouse.com. The envelope shall have the title of the bid proposal written on its cover. The envelope shall also contain the name, address and state license number (if applicable) of the Bidder as set forth in the Invitation to Bidders. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face of it.

A bidder may alter or correct an entry on the proposal form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Proposal Form will cause the rejection of said Bid Proposal as non-responsive.

All Bidders who submit more than one Bid from an individual, firm, partnership, corporation or other legal entity under the same or different name will have their Bids rejected. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the same Bid will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

The specifications and bid forms may be obtained by each prospective bidder from GLPC

at no cost. Please contact Brandon Allemand at (985) 691-1783 or email allemandb@portfourchon.com for any clarification or information regarding the specifications or bid form.

PROPOSAL FORM

Proposals shall be made on the forms furnished (Official Bid Forms) with this package. Only one bid shall be allowed per vendor. This means any one vendor may only bid once. No bidder may withdraw their proposal for forty-five (45) calendar days after the time scheduled from the opening of bids. Amounts shall be in words and figures, and in case of discrepancy, words shall govern. Bidders' legal name and address shall be fully stated on the Bid Form.

Bids by individuals shall be signed by the person making such proposal or the proposal must have attached thereto a power-of-attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Bids by corporations, partnerships or other legal entities shall be signed in accordance with La.R.S. 38:2212, specifically including but not limited to La.R.S. 38:2212B.(5).

TIME FOR RECEIVING BIDS

Sealed bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested. Bids may also be delivered by a package or express delivery service or carrier, however, if this form of delivery is utilized, the form of delivery receipt utilized by said carrier or service shall be considered as sufficient written receipt received by the bidder. Electronic bids may be submitted online at www.centralauctionhouse.com. The direct link to submit electronic bids for all GLPC contracts is: <https://www.centralauctionhouse.com>.

All bids must reach the Greater Lafourche Port Commission at 16829 East Main Street, Cut Off, Louisiana 70345, before 2:00 p.m. on the day of the bid opening. Bid opening will be held on Tuesday, February 18, 2025.

Bids received prior to the time of opening will be securely kept, unopened. No bid received after the scheduled time for opening will be considered.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders are urged to secure information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened. Failure of the U.S. Mail or of any express carrier or delivery service to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

WITHDRAWAL OF BIDS

Under current Louisiana law, more particularly, La. R.S. 38:2214(C), bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder within a certain timeframe if certain conditions are met. A bidder who attempts to withdraw a bid under La.R.S. 38:2214 shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the applicable State laws shall supersede this procedure.

INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed to Brandon Allemand (“BID COORDINATOR”) at (985) 691-1783 or email allemandb@portfourchon.com. Interpretations, clarifications, or modifications considered necessary by BID COORDINATOR in response to such questions will be issued by Addenda as set forth below.

Bidders shall promptly notify BID COORDINATOR in writing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bid Documents. Bidders requiring clarification or interpretation of any of the Bid Documents shall make a written request of the BID COORDINATOR.

All requests pertaining to questions about the meaning or intent of the Bid Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of the BID COORDINATOR the ambiguity in the Bid Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

Any interpretation, clarification, correction, or modification to the Bidding Documents will be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner will not be binding and shall not be relied upon by Bidders. **Addenda will be faxed and/or mailed by certified mail, return receipt requested, to all prospective Bidders known to have received a complete set of Bid Documents** (at the respective addresses furnished for such purposes). No addenda will be issued later than seventy-two hours [three (3) working days] prior to the date set for opening of Bids; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two hour period to the advertised time for the opening of bids, then the opening of bids shall be extended as allowed by law.

Prior to submittal of his proposal, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Proposal Documents. Failure by a Bidder to acknowledge receipt of all addenda shall render that Bidder's Bid proposal as nonresponsive.

DELIVERY

Delivery of the excavator shall be within **two hundred forty (240) calendar days** from the date of the Issuance of the Purchase Order. GLPC desires delivery at the earliest possible date, and it is imperative that the equipment is delivered within the time frame stipulated. (See **Liquidated Damages** below.) Unit shall be delivered to a location within Lafourche Parish, Louisiana designated by GLPC.

LIQUIDATED DAMAGES

If the low bidder fails to meet the deadline for delivery the equipment, GLPC shall have the option to declare the bidder as non-responsive and/or impose liquidated damages in the amount of five hundred dollars (\$500.00) per calendar day until the equipment is delivered. The failure on the part of the Vendor to furnish and deliver equipment within the specified time, shall without any further notice or formal placing in default of the Vendor by GLPC, constitute Legal default of the Bid on the part of the Vendor and shall, in and of itself, automatically commence the accumulation of liquidated damages in favor of GLPC for which the Vendor shall be held liable. It is the intention of the parties hereto to specifically provide that formal placing in Legal default of the Vendor by GLPC is unnecessary and occurs by the mere expiration of the term provided by this Bid for delivery of the equipment.

The liquidated damages provided for herein are intended to compensate GLPC for all financial losses and the additional administrative burden caused by the failure of the Vendor to furnish and/or deliver the equipment in the specified time. Liquidated damages shall be due without regard to whether GLPC actually suffers any financial loss or incurs additional administrative burdens, but shall be due solely as a result of the failure of the Vendor to furnish and deliver the equipment in the time specified.

DETERMINATION OF LOWEST BIDDER

GLPC reserves the right to either award the bid to the lowest responsible responsive bidder.

The lowest bidder will be determined by adding the delivery price to the bid on the original purchase price of the new machinery.

ACCEPTANCE OF BIDS

GLPC will make the final decision regarding award of the bid within forty-five (45) days after the opening of bids. GLPC reserves the right to reject all bids for just cause. In the event that a bid is awarded, a formal written notice of award of the bid will be given to the lowest responsible bidder who bid according to the instructions to bidders and specifications. The bidder to whom the bid is awarded shall, within ten (10) days from the date of the notice of such award, furnish any other required certificates, bonds, warranty documentation, etc.

In the event that said bidder fails or refuses to furnish the required certificates, bonds, etc., within the said period of ten (10) days from the date of the notice of award of the bid, GLPC shall have the right to disqualify said bidder and award the bid to the next lowest bidder who bid according to

the instructions to bidders and specifications. In such event, the original lowest qualified bidder shall be liable to GLPC for the difference between the amount specified in his bid and the amount for which GLPC may otherwise procure the specified equipment.

SALES AND USE TAX

Greater Lafourche Port Commission (GLPC) is exempt from all state and local sales and use tax amounts. Therefore, no tax should be included in the total bid price.

PURCHASE ORDER

The successful bidder will be issued a purchase order when the bid has been accepted, the vendor has submitted all required bonds and certificates, and, if applicable, when their insurance certificate has been approved by the GLPC. The purchase order will be for the amount stated on the bidder's Official Bid Form.

REFERENCE TO PREFERENCE

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, as allowed by law.

TECHNICAL INFORMATION

Each bidder shall provide full and complete technical information as may be required to certify that the equipment offered in his proposal is fully compliant with specifications herein. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance.

SPECIFICATIONS

Wherever in these specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and they do not restrict bidders to the specific brand, make, manufacturer, or specification named; they are used only to set forth and convey to the prospective bidders the general style, type character, and quality of the product desired. All equivalent products will be accepted. Each bidder represents that his bid is based upon equipment specified and/or described in the bidding documents. It is the desire of the Greater Lafourche Port Commission (GLPC) to encourage quoting on all items equal to that specified; however, GLPC will only approve those submitted items that can be considered equal or superior to those specified. The burden of proof of the merit of proposed equivalent products is upon the bidder. The decision of GLPC on the proposed equivalent shall be final.

General: These specifications describe the minimum requirements for ONE (1) NEW & UNUSED SUPER LONG REACH MARSH BUGGY EXCAVATOR CATERPILLAR 330, OR EQUIVALENT. The equipment furnished shall be new, current year manufactured, that is of latest design and production, completely serviced and ready for operation. Any items appearing in the manufacturer's regular published specifications furnished by the Bidder are assumed to be included in the Bidders Proposal. Equipment of similar style, type, character, quality and purpose conforming to the detailed requirements listed below will be considered equivalent.

Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer. Optional bids or bids with change in form will be rejected.

Warranty: The Upper Portion of the unit (i.e. excavator) shall have a Premium Warranty (i.e. "bumper-to-bumper" warranty) against defects in material and workmanship for a minimum period of twelve (12) months from date the unit is delivered to GLPC. The Powertrain & Hydraulics shall be warranted against defects in material and workmanship for a minimum period of forty-eight (48) months or 5,000 hours from date the unit is delivered to GLPC. The Lower Portion of the unit (i.e. undercarriage) shall be warranted against defects in material and workmanship for a minimum period of six (6) months from the date the unit is delivered to GLPC. The bidder to whom the bid is awarded shall, within ten (10) days from the date of the notice of such award, furnish documentation for the required warranty. Any exceptions or qualifications to these warranties or warranted items will disqualify your bid.

Current Model: The unit furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, built for the U.S. market, and shall be of quality workmanship and material. Machines manufactured for foreign markets will not be accepted. Manufacturers of the unit supplied must have been in business of producing operational units for at least two years and must have recently sold similar units to domestic government agencies. The model furnished must have been in production for a minimum of one year or be the latest version of a previous model. Bidders may be required to submit documentation substantiating the aforementioned requirements. A list of user references may also be required.

The GLPC's Board of Commissioners reserves the right to accept or reject any machine offered based on an immediate and thorough evaluation by a Commission representative prior to final acceptance.

MINIMUM SPECIFICATIONS FOR ONE (1) NEW & UNUSED SUPER LONG REACH MARSH BUGGY EXCAVATOR CATERPILLAR 330, OR EQUIVALENT

GENERAL SPECIFICATIONS

- 2025 Model CAT 330 Next Gen Long Reach Marsh Buggy Excavator or Equivalent
- Amphibious Hydraulic Undercarriage
- Chainless Direct Drive
- Prefer 400 Gallon Fuel Tank
- Catwalk with handrails around the perimeter of the machine
- Engine net power according to ISO 9249 shall be at least 273 hp.
- Operating weight shall be a minimum of 69,200 lbs with a super long reach configuration capable of handling a pin-on ditch cleanout bucket.
- The excavator shall be primed and painted to prevent rust and corrosion due to saltwater environments.

ENGINE SPECIFICATIONS

- Engine Model Cat® C7.1
- Net Power ISO 9249 203.7 kW 273 hp ISO 9249 (DIN) 277 hp (metric)
- Engine Power ISO 14396 205 kW 275 hp ISO 14396 (DIN) 279 hp (metric)
- Bore 105 mm 4 in Stroke 135 mm 5 in
- Displacement 7.01 L 428 in³
- Biodiesel capability Up to B20(1)
- Meets U.S. EPA Tier 4 Final, EU Stage V, Korea Stage V, and Japan 2014 emission standards.
- Recommended for use up to 4500 m (14,760 ft) altitude with engine power derate above 3000 m (9,840 ft).
- Advertised power is tested per the specified standard in effect at the time of manufacture.
- Net power advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system and alternator.
- Engine speed at 2,200 rpm

HYDRAULIC SYSTEM

- Main System – Maximum Flow – Implement 560 L/min (280 × 2 pumps) 148 gal/min (74 × 2 pumps)
- Maximum Pressure – Equipment – Normal 35 000 kPa 5,075 psi
- Maximum Pressure – Equipment – Heavy Lift Mode/Auto Dig Boost 38 000 kPa 5,510 psi
- Maximum Pressure – Travel 35 000 kPa 5,075 psi
- Maximum Pressure – Swing 29 800 kPa 4,320 psi
- Boom Cylinder – Bore 140 mm 6 in
- Boom Cylinder – Stroke 1407 mm 55 in
- Stick Cylinder – Bore 150 mm 6 in
- Stick Cylinder – Stroke 1646 mm 65 in
- Bucket Cylinder – Bore 135 mm 5 in
- Bucket Cylinder – Stroke 1156 mm 46 in

UNDERCARRIAGE

- Chainless direct drive upgrade preferred.
- Must have a “marsh buggy” style undercarriage.
- Must be capable of swamp or marsh operations and provide flotation and mobility in such areas.
Each pontoon shall have multiple independent watertight compartments. The pontoon bottoms shall be reinforced for rough terrain operation. Pontoon shall be constructed for easy access into and out of water.
- pontoons should have recessed steps for the operator of the excavator to use to ascend/descend from the excavator.
- Drive chain should be coated by heavy duty armor epoxy coating to prevent corrosion.
- Track chain should be made of at least four strands of heavy-duty marsh buggy track chain per pontoon. Track cleats should be constructed of heavy-duty aluminum alloy with at least two wear pads per cleat.
- pontoons shall have bearings on all four corners. Bushings are not acceptable.
- Outside of pontoon should be blasted, zinc coated, primed, and then coated with a black poly top coating. Inside pontoons should be primed to prevent rust and corrosion.

CATWALK

- A catwalk shall be constructed with handrails around the perimeter of the machine. Catwalks must be constructed of steel bar grating that has been coated to prevent rust and corrosion.

COUNTERWEIGHT/ FUEL TANK

- Factory counterweight shall be deleted and replaced with a minimum 350-gallon combination fuel tank/counterweight. The tank must have handrails, work light, and rearview camera.
- The tank shall duplicate pontoon color and paint process.
- The tank shall be provided with shut-off and directional valves.

OPERATOR’S STATION

- ROPS
- High-resolution 203 mm (8") LCD touchscreen monitor
- Auto bi-level air conditioner
- Jog dial and shortcut keys for monitor control
- Keyless push-to-start engine control
- Height-adjustable console
- Tilt-up left-side console
- Tilt rocker switch
- Sky wiper switch
- Heated air-suspension seat
- Heated and ventilated air-suspension seat
- 51 mm (2") seat belt
- Monitor integrated Bluetooth® radio with USB/Auxiliary ports
- 12V DC outlets
- Document storage
- Overhead storage and rear storage with nets
- Beverage holder Cup holder
- Openable two-piece front window
- One piece front windshield
- Rear window emergency exit
- Radial wiper with washer
- Parallel wiper
- Intermittent roof wiper with washer
- Openable polycarbonate skylight hatch
- Fixed one-piece P5A glass hatch

- Laminated roof glass
- LED dome light
- Floor welcome light
- Roof sunscreen
- Roller front sunscreen
- Washable floor mat
- Beacon ready

STICK, BOOM, AND BUCKET

- A super long reach configuration is required with a minimum stick and arm reach of 60’.
- Bucket linkage pins shall have thick chrome plating.
- Bucket linkage shall have integrated lift-eye.
- 60” ditch cleaning bucket with replaceable cutting edge and a rating equivalent to long reach capacity. Minimum Bucket Capacity = 1.00 cubic yards.
- 36” general purpose bucket with replaceable cutting edge and a rating equivalent to long reach capacity shall be an option. Minimum Bucket Capacity = 1.00 cubic yards.

SWING SYSTEM

- Swing torque shall be at least 81,132 lb/ft (110 kN*m).
- Swing bearings should utilize cross roller bearings.
- Swing speed shall not be less than 11.5 rpm.

SERVICEABILITY

- Grouped location of engine oil and fuel filters
- Ground-level second dipstick for engine oil
- Side entry to service platform
- Scheduled Oil Sampling (S·O·SSM) ports
- QuickEvac™ maintenance ready
- Integrated vehicle health management system

MINIMUM SERVICE FILL CAPACITIES

- Fuel Tank Capacity - 350 gal (1325 L)
- Cooling System - 6.6 gal (25L)
- Engine Oil - 6.6 gal (25L)
- Swing Drive - 2.6 gal (10L)
- Final Drive (each) - 1.5 gal (5.5L)
- Hydraulic System (including tank) - 81.9 gal (310L)
- Hydraulic Tank - 38.8 gal (147 L)
- Diesel Exhaust Fluid (DEF) Tank - 10.8 gal (41 L)

ADDITIONAL FEATURES

- Machine shall be pre-wired for a system to assist with fleet management and track hours, location, security, and product health.
- Warranty information shall have the terms in months and hours for the general warranty and the powertrain and hydraulic warranties.
- A preventive maintenance service plan is required to provide regular PM services for the first 2,000 hours of usage of the equipment
- Equipment shall be delivered to any location within Lafourche Parish designated by GLPC.
- The vendor shall be able to provide technical support, repair services, and parts availability.

**OFFICIAL BID FORM
SECTION "A"**

TO: Greater Lafourche Port Commission
16829 East Main Street
Cut Off, Louisiana 70345

BID FOR: Furnishing and Delivering one (1) new & unused
Super Long Reach Marsh Buggy Excavator
Caterpillar 330, or Equivalent

FIRM/BIDDER: _____
(TYPE OR PRINT)

ADDRESS: _____ **PHONE:** _____

Bidder hereby declares and stipulates that this bid is made in good faith without collusion or in connection with any person or persons bidding for the same item(s) and that it is made in pursuance of and subject to all terms and conditions of the bid documents, Requirements and Instructions for Bidders.

Bidder declares that he has carefully examined the Specifications as prepared by or on behalf of the Greater Lafourche Port Commission and agrees that they shall be required to furnish and deliver the specified equipment in accordance with the specifications at the price specified on the Bid Form.

If written notice of the acceptance of this bid or any item therein is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the date of the opening of the bids, the undersigned agrees that he will accept a Purchase Order from the GLPC and furnish any other required certificates, bonds, etc.

State of Incorporation or formation of other legal entity: _____

ATTACHMENTS – 1) Power of attorney, or evidence of partnership, corporate or other legal entity authority, as may be required in Requirements and Instructions to Bidders; 2) Technical Information; samples, diagrams, books, brochures, photographs, etc.

ACKNOWLEDGMENT OF ADDENDA: Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

(Enter the number that has been assigned to each of the addenda that the Bidder is acknowledging; ex. Addendum 1, Addendum 2, etc.)

**OFFICIAL BID FORM
SECTION "B"**

TO: Greater Lafourche Port Commission
16829 East Main Street
Cut Off, Louisiana 70345

BID FOR: Furnishing and Delivering one (1) new & unused
Super Long Reach Marsh Buggy Excavator
Caterpillar 330, or Equivalent

The Bidder, in compliance with the Invitation to Bid on the above titled item, having examined the specifications attached and being fully familiar with all of the conditions affecting the proposal, hereby proposes to furnish and deliver one (1) NEW & UNUSED SUPER LONG REACH MARSH BUGGY EXCAVATOR CATERPILLAR 330, OR EQUIVALENT to the Greater Lafourche Port Commission. *This price is to cover all costs, including delivery and instruction; excluding all taxes.

TOTAL BASE BID:

****Price of New Machinery:**

\$ _____
Numbers Written

Make & Model Number: _____
Make Model

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

FEDERAL I.D. NUMBER OF BIDDER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: _____

DATE: _____

* Delivery of the equipment shall be within **two hundred forty (240) calendar days** from the date of Notice of Award. In accordance with the terms of the Bid Documents, failure of lowest bidder to make a timely delivery may result in liquidated damages and/or the bidder being declared non-responsive.

** Price of equipment must not include any sales and use tax amounts and prices quoted shall be considered firm for a period of forty-five (45) days after the bid opening date.

CORPORATE RESOLUTION

BE IT RESOLVED, by the Board of Directors of _____
_____ in a meeting duly assembled that

Name Title

of the Corporation, be, and he/she is hereby authorized, empowered and directed for and on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter for the furnishing of services for the Corporation under such terms, conditions, and stipulates, and for such consideration as he/she might deem to the best interest of the Corporation.

I, _____(Name)
Secretary of _____ do
hereby certify that the above and foregoing is a true and correct copy of resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the __ day of __, 20_____ at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE THIS _____ day of _____, 20_____,
at _____
Address

Secretary

Name Printed or Typed

**INDEMNIFICATION AGREEMENT
EXHIBIT A**

The _____ (hereinafter "Vendor")
Contractor/Subcontractor/Lessee/Supplier

agrees to defend, indemnify, save, and hold harmless the Greater Lafourche Port Commission (GLPC), its officers, agents, servants and employees, including volunteers (collectively, the "Indemnified Parties"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Vendor, its agents, servants, and employees, and any and all costs, expense and/or attorney fees incurred by the Indemnified Parties as a result of any such claim, demands, and/or causes of action except to the extent that those claims, demands, and/or causes of action arising out of the negligence of the Indemnified Parties.

Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Vendor: _____

Accepted by: _____

Print Name: _____

Title: _____

Contract: **FURNISH AND DELIVER ONE (1) NEW UNUSED SUPER LONG REACH MARSH BUGGY EXCAVATOR - CATERPILLAR 330, OR EQUIVALENT**

GREATER LAFOURCHE PORT COMMISSION MINIMUM, INSURANCE REQUIREMENTS FOR VENDORS (WITH GENERAL LIABILITY EXPOSURE ONLY)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractor at no cost to the GLPC (Greater Lafourche Port Commission).

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). “Claims Made” form is unaccepted. The “occurrence form” shall not have “sunset clause”.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY GLPC. At the option of GLPC, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects GLPC, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to GLPC, its officers, officials, employees, Boards and Commissions or volunteers.
- b) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without **thirty (30)** days prior written notice by certified mail, return receipt requested, has been given to GLPC.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. BEST’S RATING OF NO LESS THAN A:VI.

F. VERIFICATION OF COVERAGE

Contractor shall furnish GLPC with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY GLPC BEFORE WORK COMMENCES. GLPC reserves the right to require complete, certified copies of all required insurance policies, at any time.

**TERMS AND CONDITIONS OF PURCHASE
GREATER LAFOURCHE PORT COMMISSION**

Enclosed herein is a copy of the "Terms and Conditions of Purchase", hereinafter sometimes referred to as the "Terms and Conditions", issued by the Greater Lafourche Port Commission ("GLPC").

From time to time GLPC may acquire Goods (as defined in the Terms and Conditions) from the undersigned Vendor. Nothing contained herein shall obligate GLPC to order goods from Vendor nor shall Vendor be obligated to accept any order of Goods from GLPC. However, to the extent that GLPC places with Vendor an order for Goods by Vendor to GLPC. No subsequent verbal agreement or work order, delivery ticket, invoice or similar document shall be deemed to modify the Terms and Conditions, which shall always control. No waiver of modification of the Terms and Conditions shall be binding on GLPC unless made in writing expressly stating that it is a modification of the Terms and Conditions and signed by a duly authorized representative of the GLPC and of Vendor.

This letter, when executed by GLPC and by vendor at the spaces indicated below, shall constitute an agreement between GLPC and Vendor for all requisitions of Goods by GLPC from vendor and such Acquisition of Goods shall be governed by the Terms hereof and the attached Terms and Conditions. This agreement may be terminated by either GLPC or Vendor by giving the other party thirty (30) days written notice of an intention to terminate; provided, however, that such notice of termination shall both be effective as to the acquisition of Goods, which is in progress or which has been completed as of the effective date of such termination.

The signature of Vendor in the below indicated blank shall evidence their intention to bound hereby.

DATE: _____ VENDOR NAME: _____

VENDOR SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

TYPES OF GOODS OR SERVICE: _____

**GREATER LAFOURCHE PORT
COMMISSION**
TERMS AND CONDITIONS OF PURCHASE

1. **Definitions:** As used throughout this Purchase Order, the term "Buyer" means the Greater Lafourche Port Commission. The term "Seller" means the person, firm, or corporation to whom the Purchase Order is addressed. The term "Goods" includes personal property of every type, kind and description, as specifically described on the Purchase Order, and all labor and services, including design, delivery, construction, installation, inspection, and testing specified or required to be furnished with the goods and services ordered by this Purchase Order.

2. **Shipping:** Shipping will be FOB Destination with Seller incurring liability for any damage during transit. The established price for material covered by this Purchase Order shall include proper packing for safe domestic transportation via the mode designated in this Order and shall also include all customary loading and securing on the carrier's equipment at the shipping point. **NO ALLOWANCE WILL BE MADE FOR PACKING, CARTAGE, OR CRATING COSTS** of items covered by this order unless specifically authorized in this order. Seller agrees to ship a material covered in this order via the specified mode, carrier and routing, and to maintain a complete file of all delivery and shipping documents in the event proof of delivery is required. C.O.D. and cash collect shipments and accompanied by Seller's itemized packing list.

3. **Delivery Documents and Invoices:** It is required that Seller ensure that all bills of lading, packing slips and invoices include Buyer's Purchase Order number and requisition number (s). When Material is shipped on an F.O.B. shipping point basis, bills of lading shall accompany each invoice and be sufficiently descriptive such that each item invoiced is recognizable per the bill of lading without possession of specialized knowledge. Invoices improperly directed to other than the "Buying" company or lacking the correct Purchase Order number will be returned to Seller for rebilling. Delay in receiving Seller's invoices in number of copies specified; discrepancies between invoice and packing list or quantity received; and/or errors or omissions will be considered just cause for withholding payment without loss or cash discount privilege.

4. **Complete Contract:** This Purchase Order in its entirety shall become a binding contract between Seller and Buyer upon Seller signing and returning and acceptance copy of otherwise acknowledging acceptance of the work/services described herein whichever occurs first. This order, together with the specifications, drawings and documents or specifications referenced in attachments which by this reference are also made a part of this order, constitutes the complete and final agreement between the parties and all prior negotiations, proposals, and writings pertaining to this Purchase Order containing proposals or terms additional to or different from those set forth herein are not binding on buyer unless Buyer expressly agrees to any such proposal or term in writing. Should any requirement or provision of this Order or its attachments conflict with any other requirement or provision, or should any pertinent specification be ambiguous or lacking, it is Seller's responsibility to give Buyer written notice of such conflict, ambiguity or omission for resolution. Buyer's determination as to the governing requirements shall be final. If Seller proceeds without requesting or receiving resolution of a conflict, ambiguity or omission, all costs incurred in correcting Seller's erroneous interpretation shall be at Seller's sole expense.

5. **Title:** Seller warrants full, clear and unrestricted title to Buyer for all equipment, materials, items and services furnished by Seller in performance of this Purchase Order free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances and claims of others.

6. **Reservation of Rights:** Buyer expressly reserves its right to inspect goods delivered pursuant to this Purchase Order prior to payment, but the making or failure to make any inspection of, or payment for, the Goods covered by this Purchase Order shall in no way impair Buyer's right to reject nonconforming or defective Goods, nor be deemed to constitute acceptance by Buyer of the Goods, notwithstanding Buyer's opportunity to inspect them, or Buyer's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor Buyer's failure to earlier reject all goods covered by this Purchase Order if it reasonably determines that a portion of the Order is nonconforming and that such non-conformance hinders or impairs use of the balance of the order.

7. **Patents:** Seller shall at its sole expense defend indemnify, and hold harmless Buyer and its Customer from and against, any claim, suit or proceeding brought against Buyer based on a claim that the manufacture, use or sale of any Goods or any part thereof supplied patent, copyright, trademark, or propriety information rights of others, and Seller shall pay all damages, cost, in connection therewith. Buyer shall promptly notify Seller in

writing of the suit or proceedings and Seller shall be given adequate authority, information and assistance for the defense of same, subject to the right of Buyer to participate separately at its expense and to be fully advised by Seller in advance of all actions taken. In case said Goods, or any part thereof, is in such suit held to constitute infringement and the sale or use of said equipment or parts is enjoined, Seller shall, at its own expense, either procure for Buyer the right to sell and use said equipment or part; or replace same with substantially equal but non-infringing equipment or, if approved by buyer, remove said equipment and refund the purchase price and the transportation and installation costs thereof.

The preceding paragraph shall not apply to any equipment, or any part thereof, manufactured to designs furnished and required by Buyer.

8. Warranty: Seller warrants that all Goods covered hereby will be of the quality specified, or of the best grade of their respective kinds if no quality is specified, and will conform to the specifications, drawings, samples or other description furnished by Buyer, will be of new/unused materials, unless otherwise specified and of first-class workmanship, free from defect in design, workmanship, and material, and suitable for the use and purpose intended or represented. If within 24 months from date of shipment or within 12 months from date first used as intended, whichever occurs first. Buyer discovers defects, errors, omissions, performance deficiencies, or breach of any warrant) as to the Goods supplied by Seller, then Seller shall promptly repair or replace them without cost to Buyer. If Seller fails after reasonable notice to proceed promptly with the repair or replacement of the defective Goods, Buyer and/or its Customer may repair or replace such Goods and charge all related costs to the Seller without voiding the warranties herein.

The rights and remedies of Buyer provided in this clause are in addition to any other rights or remedies provided in law, equity, or under this order.

9. Indemnity: See Attached Agreement

10. Delays: Seller shall be excused for delays in delivery or in performance where such delay is due to acts of God, acts of Buyer not within its rights, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond Seller's control, which Seller could not have reasonably foreseen and provided against. In event of any such delay, the date of delivery or of performance may be extended for a period equal to the duration of the delay, but Seller shall not be entitled to any extra compensation for such delay. Seller shall

promptly notify buyer of ANY such delay. Buyer's lack of response to Seller's notices regarding the delay shall not operate to terminate Seller's obligation to complete the delayed performance. In the event such force majeure caused extended delivery more than 90 days from any scheduled delivery date. Buyer shall have the right to cancel the order or any part thereof. If a time of delivery is specified and performance at such time is not excused pursuant to the force majeure provisions, the failure to deliver the Goods within a reasonable time, not exceeding ten days, shall permit buyer to cancel the order or any part thereof.

11. Assignment: The performance of Seller's obligation under this Purchase Order shall not be assigned by Seller without the prior written consent of Buyer. Any delegation of Seller's obligations pursuant to this Purchase Order in whole or in part, voluntarily, by operations of law, or otherwise, without the prior written consent of Buyer, shall be void.

12. Modifications: Buyer shall have the right by written supplement to make changes in the specifications and drawings for Goods covered by the Purchase Order. If such change would affect the price or delivery date for such Goods, Buyer and Seller shall mutually agree in writing upon and equitable adjustment in the price and/or delivery date to reflect the effect of such change. Seller shall not suspend performance of this process of making such changes and any related adjustment, and, if released in writing by Buyer, Seller shall comply with and perform such change in accordance with the terms of this Purchase Order during such time. No substitutions shall be made in this Purchase Order without the prior written consent of Buyer. Extra compensation will be paid Seller only if agreed to in writing by Buyer. Likewise, no agreement or understanding modifying this Purchase Order shall be binding upon Buyer unless authorized in writing by Buyer.

13. Cancellation and Default: In the event Seller shall be adjudged bankrupt, made a general assignment for the benefit of its creditors or if a receiver shall be appointed on account of Seller's insolvency, or in the event Seller does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Seller to comply with any of the provisions or requirements of this Purchase Order within ten (10) days after written request by buyer that seller provides assurance of timely performance. Buyer may, by written notice to Seller without prejudice to any other rights or remedies which Buyer may have, terminate further performance by Seller of this Purchase Order. In the event of such termination, Buyer may complete the performance of this Purchase Order by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by buyer in so doing. Any

amounts due Seller for Goods delivered by seller in full compliance with the terms of this Purchase Order prior to such termination shall be subject to set off of Buyer's additional costs of completing the Purchase Order and other damages incurred by Buyer as a result of Seller's default after written notice to Buyer. Waiver by Buyer of any default of Seller shall not be considered to be a waiver by Buyer of any provision of this Purchase Order of any subsequent default by Seller.

14. Compliance with Laws: Seller guarantees that all equipment, services, work and other items supplied pursuant to this Purchase Order will comply with all applicable Federal, State and Municipal Laws, ordinances and regulations. Unless otherwise expressly set forth herein, the laws of the State of Louisiana shall apply to and govern the interpretation performance and enforcement of this Purchase Order.

15. Independent Contractor: Seller shall act an independent contractor and not as an agent or employee of Buyer or this Customer and shall not subcontract any portion of the work without the prior written consent of Buyer. Seller shall be solely responsible for all materials and work until acceptance of the completed work by Buyer.

16. Insurance: See Attached Requirements

17. Mechanics' Liens: Seller agrees to indemnify and hold harmless Buyer from and against all laborers, material men's and for mechanics liens arising from the performance of Sellers work and shall keep the premises of Buyer free from all such claims, liens and encumbrances. Seller waives all rights of mechanics liens against the property and premises of Buyer.

18. Permits: Buyer shall provide building permits as required. Seller shall procure at Seller's sole cost all necessary permits, certificates and licenses required by applicable laws, regulations, ordinances, and rules of the state, municipality. Territory or political subdivision where the work is performed, or required by any other duly constituted public

authority having jurisdiction over the work of Seller, and further agrees to hold Buyer harmless from and against all liability and loss incurred by them by reason of an asserted or established violation of any such laws, regulations, ordinances, rules or requirements.

19. Safety and Health Regulations: While on the premises of Buyer, Seller and its employees shall comply with all statutory and governmental safety and health regulations and with the safety, health and plant regulations of Buyer, and shall ensure that all of its employees and agents have a safe place of work on the premises of Buyer. Seller shall keep said premises and the vicinity thereof clean of debris and rubbish caused by this work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of buyer, and at no cost or expense to Buyer, Seller shall promptly remove from the premises of Buyer any person under the control of Seller who violates any of the aforesaid safety, health, or plant regulations, or who may cause or threaten to cause a breach of the peace or who is otherwise objectionable to Buyer.

Bid Check List

The following items must be included and/or completed with your bid documents; otherwise your bid will be rejected.

Please mark the box if you have completed the following

1. Bid documents are enclosed in an opaque sealed envelope bearing the: _____
 - Label with full project title & project number on outside of envelope
 - bidder's name
 - bidder's address
 - bidder's state contractor's license number (if applicable)
 - If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face of it

2. Official Bid Form "Section A" _____
 - completely filled out
 - Firm/Bidder Name, Address and Phone Number
 - List State of Incorporation or of formation of other legal entity
 - acknowledging receipt of each and every addendum

3. Official Bid Form "Section B" _____
 - completely filled out
 - with itemized prices completed exactly as listed
 - make/model number indicated
 - name, address and federal identification number of bidder
 - name and title of authorized signatory of bidder
 - signed and dated

ATTACHMENTS

1. Corporate Resolution or other documents providing authorization of signatory _____
 - If firm bidding is a corporation, attach copy of Corporate Resolution authorizing the signing of proposal with certification of corporation secretary, or other written authorization for the signing of proposal as contained in the requirements and instructions to bidders.
 - For bids by an individual and signatory is person other than name of bidder, attach power-of-attorney evidencing authority to sign proposal in the name of the person for whom it is signed.
 - For bids by partnerships or other legal entities, attach appropriate signature authorization or documents complying with La. R.S. 38:2212(A)(1)(C), La. R.S. 38:2212(0), or the requirement of the instructions to bidders.

***Note: This checklist is meant to serve as a guide and shall not be construed to contain any requirements that are not stated in the Requirements and Instructions for Bidders, Specifications, or the Invitation for Bidders.