

CITY OF KENNER  
Bid Documents  
For  
Electronic Bid No. 26-2196

**REMOVE, FURNISH AND INSTALL ONE (1) 3-TON SYSTEM GAS FURNACE AT  
GALATAS GYM**



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INVITATION TO BID

Electronic Bid No. 26-2196

January 12, 2026

Remove, Furnish and Install One (1) 3-Ton System Gas Furnace at Galatas Gym

Electronic Bid No. 26-2196

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive electronic bids for:

**REMOVE, FURNISH AND INSTALL ONE (1) 3-TON SYSTEM GAS FURNACE AT  
GALATAS GYM**

Bidders may obtain copies of the bid documents by visiting our website at [www.kenner.la.us](http://www.kenner.la.us).  
Electronic bids will be received until **Monday, January 26, 2026 at 9:45a.m. CST**. They can be  
submitted to the City of Kenner by email at [FinContracts@kenner.la.us](mailto:FinContracts@kenner.la.us) or in person in the Finance  
Department located at:

1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

**CITY OF KENNER**

/s/Elizabeth Herring  
Chief Financial Officer

## **INSTRUCTIONS TO BIDDERS**

B-1 Questions. Bidders should email all questions to [FinContracts@kenner.la.us](mailto:FinContracts@kenner.la.us) no later than FIVE (5) working days prior to bid opening. All questions will be answered by addenda to all parties recorded as having received the bidding documents. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All Addenda will be posted electronically to the City of Kenner's website at <https://www.kenner.la.us/bids.aspx>.

B-2 Bid Format. All bids must be written in ink or typewritten and signed by a member of the entity or authorized representative. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-3 Price. The City of Kenner will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Failure to bid on an item will also result in rejection of the bid.

B-4 Brand Names. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality provided brand names and stock numbers are specified.

B-5 New Materials. All materials and/or products must be new and of current manufacturer, unless otherwise stated.

B-6 Product Data. Complete product data of equal products may be required prior to award. All items appearing in the manufacturer's regularly published specifications furnished by the Bidder are assumed to be included in the Bidder's proposal. Any additions, deletions, or variations from manufacturer's regularly published specifications must be outlined in an attached letter. Minor deviations from these specifications, which do not impair comparative functional equivalency will be accepted.

B-7 Local Preference. By statutory authority, 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 (LA R.S. 38:2252).

B-8 Bid Awards. The City of Kenner reserves the right to award contracts or place orders with the lowest responsive bidder, on a lump sum or individual item basis or such combination as shall in its judgment be in the best interest of the city. Awards will be based on compliance with the specifications and the delivery and/or completion date.

B-9 Delivery Charges. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

B-10 Estimated Quantities. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

B-11 Price Extensions. In case of an extension error the unit price shall prevail.

B-12 Withdrawal. All bids submitted shall remain binding and may not be withdrawn for a period of forty-five (45) days after the scheduled closing date for receiving bids, except as provided for in La R.S. 38:2214(C) & (D).

B-13 Bidder Certifications. By submitting a bid, the bidder certifies that it has a) carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, 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 construction and completion of the referenced project all in strict accordance with the Bidding Documents prepared by the City of Kenner. The bidder further if awarded they agrees to the agreement term and condition set out in these bid documents.

B-14 Acceptance of Bids. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law. Kenner will consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

### **Documentation Required for Bid Submission**

B-15 Louisiana License Requirements. Bidder will obtain licensing in accordance with LA R.S. 37:2150 – 2173 prior to submitting a bid. Bidder will display its license number on the bid envelope. In the case of an electronic bid proposal, Bidder may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number. If the bid does not display the contractor's license number on the bid envelope, the bid shall be automatically rejected, returned to the bidder marked "Rejected", and not be read aloud.

B-16 Bid Security. If Bidder's Bid is \$250,000.00 or more, Bidder must submit Bid Security in the form of bid bond, cashier's check, or certified check in the amount of 5% of the contract price in favor of the City of Kenner. If submitting Bid electronically, a bid bond is the only acceptable form of bid security. The Bid Security shall be forfeited to the Owner if the Bid is accepted and the Bidder should fail to enter into an Agreement.

B-17 Corporate Resolution. If someone other than the corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212 (0). Bidders may use the form provided and attach to the proposal if needed.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** City of Kenner/General Services Department  
1610 Reverend Richard Wilson Drive  
Kenner, LA 70062

**BID FOR:** Electronic Bid 26-2196  
Remove, Furnish and Install One (1) 3-Ton  
System Gas Furnace at Galatas Gym

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, 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 construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **CITY OF KENNER** and dated: **JANUARY 12, 2026**

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

\_\_\_\_\_.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of: (see **Technical Specifications**) \_\_\_\_\_ 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** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

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

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

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

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

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

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

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

**EMAIL ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**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 LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

END OF BID FORM

## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_  
as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound  
unto the City of Kenner, State of Louisiana, acting herein by and through the City Council, the  
governing authority for said City, hereinafter called the "OWNER", in the penal sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ) lawful money  
of the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted  
the accompanying Bid dated \_\_\_\_\_, \_\_\_\_\_, for **REMOVE, FURNISH AND  
INSTALL ONE (1) 3-TON SYSTEM GAS FURNACE AT GALATAS GYM**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
herein after the opening of the same or, if no period be specified, within sixty (60) days after the  
said opening, and shall within the period specified therefor or, if no period be specified, within  
twelve (12) days after the prescribed forms are presented to him for signature, enter into a written  
Contract with the OWNER in accordance with the Bid as accepted, and give bond with good  
sufficient surety and sureties, as may be required, for the faithful performance and proper  
fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period  
specified, or the failure to enter into such Contract and give such bond within the time specified,  
if the Principal shall pay the OWNER the difference between the amount specified in said bid and  
the amount for which the OWNER may procure the required work or supplies, or both, if the latter  
be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to  
remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their  
several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and these presents signed by its undersigned  
representative, pursuant to authority of its governing body.

In Presence of:

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address, including Zip Code)



\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Seal)

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

(Business Address, including Zip Code)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

(Business Address, including Zip Code)

BY: \_\_\_\_\_  
AFFIX CORPORATE SEAL

Countersigned:

BY: \_\_\_\_\_  
Attorney-in-Fact\*

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

\*Power-of-Attorney for person signing for surety company must be attached to bond.

SAMPLE CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

---

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_, 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 CITY OF KENNER 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 AND RECEIPT THEREFOR 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.

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SECRETARY

---

DATE

## AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, (“Kenner”), a local governmental subdivision of the State of Louisiana, and Successful Bidder for Electronic Bid No. 26-2196, (“Contractor”) authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will remove, furnish and install one (1) 3-ton system gas furnace at Galatas Gym. All work shall meet or exceed all local, state, federal, and manufacturer’s codes and guidelines.
2. **Effective Date:** Upon execution, this Agreement will be effective and will terminate upon completion.
3. **Agreement Amount:** This Agreement will not exceed \$25,000.00.
4. **Terms of Payment:** Payment will be made only upon completion and acceptance of the project by Kenner. Contractor shall invoice Kenner upon completion of work by e-mail to [purchasing@kenner.la.us](mailto:purchasing@kenner.la.us). Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of General Services  
c/o Director  
1610 Reverend Richard Wilson Drive  
Building D  
Kenner, Louisiana 70062

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in Electronic Bid 26-2196 and attached, if applicable. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.
7. **Bonds:** Payment and performance bonds will be required if Contractor’s submission to Electronic Bid 26-2196 exceeded \$25,000.00. The payment and performance bonds shall be in conformity with the Insurance Specification provided for in Electronic Bid 26-2196 and attached, if applicable. Contractor shall supply the performance and payment bonds prior to the execution of this Agreement.

8. **Required Affidavits:** Contractor must complete the following affidavits as required by law and provide to Kenner prior to the execution of this Agreement: Employment Verify Affidavit (La. R.S. 38:2212.10), Non-Collusion Affidavit (La R.S. 38:2224), and Past Criminal Convictions Affidavit (La. R.S. 38:2227).
9. **Permits:** Contractor shall obtain any and all permits required by the City of Kenner Department of Inspection and Code Enforcement and shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
10. **Filing Fees:** When required by law to be recorded, Contractor shall be responsible for filing one complete copy of the executed Contract Documents with the Recorder of Mortgages in Jefferson Parish and for paying all associated fees. Contractor is also responsible for any subsequent filings required by law including change orders, amendments, or completion certificates. Contractor shall promptly furnish recordation information to Owner. No payment shall be made until this requirement is fulfilled.
11. **Job Site Certifications:** Job site must be clean and free of all litter and debris daily and upon completion of the Agreement. Passageways must be kept clean and free of materials, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of the City of Kenner and the general public.
12. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
13. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
14. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor of obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor

further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.

15. **Discrimination:** The Contractor 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 Opportunity Act of 1972, Federal Executive Order 11246, the 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 Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
16. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
17. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
18. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
19. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.

20. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.
21. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
22. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, 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 the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
23. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
24. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
25. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the

Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

26. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
27. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
28. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

\*\*\*Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

29. **Federal Clauses:** Contractor agrees to the terms and provisions provided for in "Appendix A" (applicable to all federally funded and reimbursable agreements).

[Signature blocks will be added to the Agreement when executed electronically]

## **CITY OF KENNER**

### **INSURANCE REQUIREMENTS AND SPECIFICATIONS** **(Small F&I Bids)**

**PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.**

#### **I. INSURANCE REQUIREMENTS:**

**THE CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT CONSULTANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.**

#### **A. GENERAL:**

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and non-contributory insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

#### **B. INSURANCE:**

Insurance obtained and maintained in the name of the Contractor shall contain the following coverages and limits:

##### **1. WORKERS' COMPENSATION:**

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$500,000/\$500,000/\$500,000; and



- c. A Waiver of Subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

## **2. GENERAL LIABILITY:**

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent;
- b. Minimal acceptable limits: \$500,000 per occurrence; \$500,000 general aggregate; and \$500,000 products/completed operations aggregate;
- c. Coverage to be written on a per project aggregate basis;
- d. If any crane or lift operations are involved, the policy shall provide riggers liability (lift risk) coverage with minimum limits of \$1,000,000;
- e. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- f. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the Work in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy. The General Liability policy shall include coverage under damage to rented premises.

## **3. AUTO LIABILITY:**

- a. Minimal acceptable limit \$500,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto **OR** All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If transporting any pollutants, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

## **4. CONTRACTOR'S POLLUTION, if applicable:**

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of Contractor;
- b. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;

- c. Broad Form Named Insured endorsement;
- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by the City shall be excess and not contributing insurance;
- g. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
- i. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated.

## **5. BUILDER'S RISK, if applicable:**

If the construction project involves a structure of any kind, this section applies:

The Contractor shall purchase and maintain Builder's Risk insurance upon the entire Work which is the subject of the Contract, at the site, to the full insurable value thereof. The Contractor shall purchase the policy with the Owner as the Named Insured and maintain an "all risk" builder's risk insurance on the entire Work. If the Contractor has a blanket Builder's Risk policy, it shall be endorsed to include the Work, with the Owner listed as a Named Insured with regard to the Work. These policies must at a minimum cover for such amount of the Work as is determined by the City of Kenner or its Engineer and/or Architect. This insurance shall include, as Named Insureds, the Contractor, any Subcontractors, any Sub-Subcontractors, and/or any vendors deemed appropriate by the Contractor.

The policy shall insure against the perils of fire, flood, and extended coverage and shall include "all risk" insurance for physical damage, including, without duplication of coverage,

- theft,
- testing as appropriate for the type of project,
- debris removal,
- damage to any Work-related property stored in the open, resulting from a non-excluded peril, and
- vandalism.

If not covered under the "all risk" insurance or otherwise provided in the Contract, the Contractor shall effect and maintain similar insurance on portions of the Work stored off the site, when such portions of the Work are to be included in any applications for payment and such procedures have been approved by the Owner. The Builder's Risk insurance shall be written and provided such that any portions of a building or site vacated by the Owner to accommodate the Work are protected

and covered by the terms of the insurance. The insurance shall not be cancelled or permitted to lapse because of such vacancy.

Coverage is to provide for use and/or occupancy, without qualification, of any and all portions of the Work, or the premises where the Work is being conducted, whether the Work has been accepted by the Owner or not. The policy shall remain in full force and effect until all work has been accepted by the Owner and no repairs, remediation or operations of any type are required from the Contractor, as determined by the Owner.

Coverage for Builder's Risk Soft Costs is to be included.

## **II GENERAL SPECIFICATIONS:**

### **A. Contractor's Liability Insurance:**

The Contractor shall purchase, in its name, and maintain, at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable, and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the Contractor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials provided for the Work. Contractor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

### **B. General Requirements:**

#### **1. Qualifications of Insurers:**

- a. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law

(RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by the Owner.

- b. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

**2. Partnerships and Joint Ventures:** If the Contractor is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.

**3. Certificates of Insurance/Policies of Insurance:**

- a. The Contractor shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of the Contract, the Contractor shall furnish to Owner the required certificates of insurance.
- b. The Owner may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.
- c. The Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. The Owner reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided To the Owner within ten (10) days of the written request.
- d. Any and all communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.

**4. Objection by the Owner:** If the Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.

- 5. The Contractor's Failure:** Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 6. No Waiver of Liability:** Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by the Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. The Owner in no way affirms that this is an adequate level of insurance for its operations.
- 7. No Recourse Against the Owner:** The insurance companies issuing the policies shall have no recourse against the Owner for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Contractor.
- 8. The Owner's Liability Insurance:** In addition to the insurance required to be provided by The Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.

### **III. SURETY:**

All Bonds shall be in the form prescribed by the Contract except as provided otherwise by applicable laws or regulations and shall be executed only by sureties meeting the requirements and qualifications set forth herein.

If the surety on any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in any state where any part of the Project or Work is located, or ceases to meet the requirements of paragraphs A, B and/or C below, the Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with Paragraphs A, B and/or C.

**A. Bid Bond / Evidence of Good Faith** (applicable to all bids in the amount of \$250,000.00 or greater):

The Contractor's Bid shall be accompanied by a certified check, cashier's check or bid bond in an amount equal to five percent (5%) of the Contractor's Bid as an evidence of good faith. If a Bond is used, the surety or insurance company must be currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide. Any variance must be approved by the Owner.

**B. Performance and Payment Bonds** (applicable to all bids greater than \$25,000.00):

The Contractor shall purchase and furnish performance and payment bonds each in an amount at least equal to fifty percent (50%) of the Contract price, including but not limited to, the obligations for actual damages and liquidated damages, in accordance with the provisions in the Contract, regarding delay in completion of the Work within the Contract times, as security for faithful performance and payment of all Contractor's obligations under the Contract. Contractor shall also furnish such other Bonds as are required by the Contract.

**C. Qualification of Surety – Performance and Payment Bonds:**

Any surety Bond written for Owner shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide to write individual Bonds up to ten percent (10%) of policy holders' surplus, or by a surety company that complies with the requirements of LSA-R.S. 38:2219.

**D. Resident Agent Required:**

No surety will be accepted from a bondsman that does not have a permanent agent or representative in the State of Louisiana upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the president of the surety, or such other officer as may be concerned. Should the Contractor's surety, even though approved and accepted by Owner, subsequently remove its agency or representative from the State or terminate its residency or license in the State, or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond from another company approved by the Owner at no additional cost to the Owner. The new Bond shall be executed upon the same terms and conditions as the original Bond.

#### **E. Alternative Security:**

Owner, may, in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana Public Contract Law (LSA-R.S. 38:2211 et seq.)

#### **F. Scope of the Bond and Obligation of the Surety:**

The Contractor's surety shall obligate itself to all the terms and covenants of the Contract covering the Work to be performed hereunder. The Owner reserves the right to order extra work or to make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein described without notice to the Contractor's surety and without, in any manner, affecting the liability of the bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with the plans and specifications of the Contract. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of the Contract and institution of concursus proceedings or through delinquency or insolvency of the Contract, he shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be, and does hereby declare and acknowledge itself by acceptance to be, bound to the Owner as guarantor jointly and in solido with the Contractor for fulfillment of the foregoing items including, but not limited to any provisions for actual or liquidated damages.

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ ,  
(Name of Contractor)

a \_\_\_\_\_ , hereinafter called Principal, and

\_\_\_\_\_, hereinafter called the "Surety", are  
(Name of Surety)

held and firmly bound unto the City of Kenner, Louisiana, hereinafter called "Owner", in the

penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which

sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and

successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ , a copy of which is hereto attached and made apart hereof for the construction of:

### **REMOVE, FURNISH AND INSTALL ONE (1) 3-TON SYSTEM GAS FURNACE AT GALATAS GYM**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

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

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Surety)

\_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute bond.

## FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

*[Insert name and address of Contractor]*

hereinafter called Principal, and:

*[Insert name and address of Surety]*

hereinafter called Surety, are held and firmly bound unto the City of Kenner, State of Louisiana, acting herein by and through the Kenner City Council, the Governing Authority for said City, hereinafter called Owner, in the penal sum of

*[Insert value of Bond]*

in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated *[Insert date of Contract]* , a copy of which is hereto attached and made a part hereof for the construction of:

*[Insert name of Project]*

NOW, THEREFORE, if the Principal shall promptly pay all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

BY: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-fact)

NOTE:

1. Date of Bond must not be prior to date of Agreement.
2. Correct name of Contractor
3. A Corporation, A partnership, or an Individual
4. Correct Name of Surety

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

\_\_\_\_\_  
*Name*

who after being by me duly sworn and deposed said that he is the fully authorized

\_\_\_\_\_ of \_\_\_\_\_  
*Title Name of Bidder*

the party who submitted a bid for the City of Kenner on \_\_\_\_\_ and said affiant further said:

- (1) The bidder 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 bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and
- (2) That no part of the contract price received by bidder 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 bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- (3) Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- (5) Said bid is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto any other person, firm, or corporation.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY OF

\_\_\_\_\_. 20\_\_\_\_.

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

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

## Employment Status Verification Affidavit

**STATE OF LOUISIANA  
PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being duly sworn, deposed and said that he/she is  
the fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter referred to as bidder), the party who submitted a bid for \_\_\_\_\_,  
Bid Number \_\_\_\_\_ and said bidder further said:

- (1) That bidder is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) That bidder shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- (3) That bidder shall require all subcontractors to submit to the bidder a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

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**NAME OF PROJECT**

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**PROJECT NUMBER**

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**DATE OF BID**

**ATTESTATION CLAUSE REQUIRED BY  
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

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 name 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)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(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 provision of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R. S. 14:67.16)

(g) Forgery (R. S. 14:72)

(c) Theft of a business record

(h) Contractors; misapplication of

(d) False accounting (R.S. 14:70)

(R. S. 14:67.20) payments (R.S. 14:202)

(e) Issuing worthless checks  
(R. S. 14:71)

(i) Malfeasance in office (R. S. 14:134)

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**NAME OF BIDDER**

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**NAME OF AUTHORIZED SIGNATORY**

---

**DATE**

---

**TITLE OF AUTHORIZED SIGNATORY**

---

**SIGNATURE OF AUTHORIZED**

## Technical Specifications

### **TO REMOVE EXISTING EQUIPMENT & FURNISH & INSTALL A 3-TON SYSTEM WITH A GAS FURNACE AT GALATAS GYM (UPSTAIRS) LOCATED AT 41 NASSAU AVENUE, KENNER, LA 70065**

These specifications are prepared for a contract to remove the existing equipment and to furnish and install a three (3) ton system with a gas furnace for Galatas Gym (which serves upstairs offices) located at 41 Nassau Avenue for the City of Kenner, Department of General Services.

The contract will entail providing all necessary labor, materials, equipment, tools and incidentals and made a part hereof including any and all necessary duct work, transition work, electrical work and work associated to properly remove and install specified equipment. All equipment installed is to be of new and current manufacture and is to be in proper working order as designed by manufacturer upon completion of job.

All electrical shall be modified/upgraded to accommodate the voltage and amperage of new equipment including any and all new electric disconnect boxes, wire, conduit and fuses. All electrical shall be performed solely by local or state licensed electricians and shall meet all local state and Federal codes.

TS-1 **REMOVAL OF EXISTING EQUIPMENT:** Contractor is to properly remove and dispose of indoor evaporator coil, gas furnace, refrigerant, copper and outdoor condensing unit.

TS-2 **EQUIPMENT:** Contractor shall furnish and install one (1) 15 SEER American Standard 3-Ton System (or equal) with a gas furnace.

American Standard (or equal) equipment shall contain the following factory options:

- Furnace, Model S8X1B060M4PSC, with insulated cabinet
- Evaporator, Model 5TXCB004AS, with TXV
- Outdoor Condensing Unit, Model 5A7A5036A, with low ambient kit

Fabricate and install necessary sheet metal transition with canvas connector for supply duct. Route new refrigerant line set from indoor evaporator to outdoor condensing unit. All associated copper shall be Type L hard drawn. Insulate with a ¾" rubbertex and paint with UV resistant paint. Provide a new Honeywell Programmable Thermostat to be mounted in the office.

Furnish new high limit control in return air duct and install SS-2 safety switch on evaporator pan. Provide 3" lightweight outdoor slab to set underneath new condensing unit.

Furnish and install one (1) new Square D side arm commercial disconnect box, fuses and electrical whip.

All control wire shall be routed in electrical conduit to thermostat and outdoor condensing unit.

Route 1" PVC condensate drain and insulate.

Replace all double wall vent pipe and re-pipe gas line. No flex will be allowed.

Perform system startup and programming.

Provide one (1) case of 2" filters.

TS-3 **MISCELLANEOUS**: Equipment and labor shall be warrantied for two (2) years.

END OF TECHNICAL SPECIFICATIONS