

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: July 12, 2022 11:00 AM CST
TITLE: A22-91060 LABOR ONLY for Plumbing and Sewer Services at East Baton Rouge Parish Facilities	RETURN BID TO: PURCHASING DIVISION <u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 ***NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing	
FILE NO: 22-91060 AD DATES: 06-24-22 & 07-01-22		
SHIP TO ADDRESS: Various Locations within East Baton Rouge Parish	Contact Regarding Inquiries: Purchasing Analyst : Maggie Duvall Telephone Number: 225-389-3259 x 3272 Email: miduvall@brla.gov	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	

QUESTIONS TO BE COMPLETED BY VENDOR:

1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.
2. _____% discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30
ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specifications, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms, and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials, supplies, and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hour written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ___ NO ___. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right 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 agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with East Baton Rouge City-Parish is available at:
<https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step-by-step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

**ADDITIONAL REQUIREMENTS FOR THIS BID
(cont.)**

- If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

- Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

- In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

- Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions MUST be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires responsible and interested bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by July 6, 2022, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

Maggie Duvall
Email: miduvall@brla.gov

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION
SPECIFICATION REQUIREMENTS**

GENERAL:

It is the intent of this Invitation to Bid to establish LABOR ONLY rates for Plumbing and Sewer Services, *on an as needed basis*, at City of Baton Rouge/East Baton Rouge Parish Facilities, twenty-four (24) hours a day, 365 days a year, and requires a maximum response time of two (2) hours. All work must be coordinated with the City. Work and access required by other contractors must be allowed at no additional cost to the City. A City representative will contact the successful contractor when work is needed, on a case by case basis. The evaluation of the services offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

The City-Parish reserves the right to make multiple awards in its best interests. Multiple awards may be in the City-Parish's best interest when awarded to two or more bidders for similar services that are needed for adequate delivery, service or availability. It is the City-Parish's intent to award to up to 3 awards (Primary, 1st Alternate and 2nd Alternate).

City-Parish shall pay only for actual hours worked at the jobsite, for the number of contracted personnel authorized for the work. All time sheets must be approved by authorized representatives of the department. **Minimum charges or call out charges shall not be paid. Travel expenses shall not be paid.**

Hourly rates shall be paid for work authorized by City-Parish. Overtime pay rates shall be based on time worked during the following times: before and after normal business hours which are 7:00am – 3:30pm M-F, holidays, and weekends. Overtime rate shall not exceed 1-1/2 times regular hourly rate. **Maximum acceptable response time is two (2) hours.** The contractor or contractors shall respond only to a call out from designated personnel.

The Contactor shall provide all supervision, labor and equipment needed to perform the plumbing and sewer services as requested by the City. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time.

This contract is for labor only. Agencies are reminded that no single project can exceed \$157,700.00, inclusive of materials, equipment and labor. If it is anticipated that any single project will exceed this dollar threshold, the City is to follow the established Public Works requirements.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

Contractor's staff shall have limited use of premises for purposes of completing the work, including use of project site as defined by the City. Limited use of premises to work in areas indicated and by any restriction imposed by a local levee district. Do not disturb portions of project site beyond areas in which the work is indicated.

Work restrictions – Existing ordinances state the creation of loud and raucous noise by construction work in or adjacent to a residential area other than between the hours of 7:00am and sunset on weekdays and Saturdays, except in case of urgent necessity in the interest of public safety for which permission must be obtained from the Director of Public Works. "Construction Work" includes but is not limited to erection, excavation, demolition, alteration, or repair of any building.

Existing Utility Interruptions – Do not interrupt utilities serving facilities occupied by the City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated. Condition: Notify Architect Owner not less than five (5) working days in advance of proposed utility interruptions.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to meet the condition. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

The Contractor will be directly responsible for any and all damages to any City building or its contents caused by Contractor employees.

The Contractor will be responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

RESPONSE TIME: Maximum of two (2) hours after receipt of call from Agency for needed services. Functioning telephone, fax, and cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions must be maintained by the Contractor. Any change in telephone, cell phone, and fax numbers or e-mail addresses must be available to the Agency within a twenty-four (24) hour period.

All calls and pages shall be returned within a two (2) hour period. Failure to return calls and pages within two hours may constitute grounds for placing contractor in default. The Contractor is responsible for the management and scheduling of work to be performed under this contract.

WORKING HOURS: For the purposes of this contract, normal working hours are Monday through Friday, 7:00 AM through 3:30 PM. After hour services shall be hours outside of the established normal working hours listed above.

WEEKEND HOURS: For the purposes of this contract, weekend working hours are Friday, 3:30 PM through Monday 7:00 AM. Weekend services shall be on an as need basis only and should be pre-approved by the using agency.

HOLIDAYS: The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Jr. Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Day after, and Christmas Day.

* When a holiday falls on a Sunday, the Monday after is observed as a holiday. When a holiday falls on a Saturday, the Friday before is observed as a holiday.

CONTRACTOR LICENSE, FEES AND PERMIT REQUIREMENTS: Bidders are to have proper licenses to perform services on this contract through the Louisiana State Contractor's Licensing Board / State Plumbing Board of Louisiana in order to be considered for award on this contract as well as any other state and local licenses required to perform the work specified in this contract. The contractor must also have a minimum of five (5) years continuous commercial experience. Minimum Licenses required Master Plumber and Mechanical.

The successful contractor will also provide within seven (7) days of request a current W-9 certificate, insurance certificate, copy of company's safety program, sample of company's safety program training certificate, experience Modification Rate (EMR) for the last three years, copy of company's quality assurance manual, copy of company's drug and alcohol policy.

The Contractor shall purchase all licenses, other fees and permits necessary to perform their job duties, and pay all applicable Local, State, and Federal taxes.

Contractor is to comply with all applicable codes and regulations of authorities having jurisdiction in the area of construction and access to construction. Submit copies of inspection reports, notices and similar communications to City representatives.

CONTRACTOR'S QUALIFICATION DATA: The City reserves the right to request qualification information from prospective bidders. Bidders shall provide a project list of projects of similar size and complexity, with bid or upon request by the Purchasing Division within seven (7) business days of request. Failure to timely provide documentation shall cause your bid to be deemed non-responsive. Contractor is to use skilled labor that is properly licensed to perform work under this contract. Crews shall have computer access/email in a mobile format.

CONTRACT RENEWAL: At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

INSURANCE REQUIREMENTS: Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

Additional Security Clearance Requirements/Standards of Conduct for Baton Rouge Metro Airport:

To comply with TSA requirements, **all contractors' employees working at the Baton Rouge Metropolitan Airport must pass a criminal history background investigation.** The cost of this investigation will be billed to the contractor. This must be completed in within the first 30 days after the contract award date. The criminal history background is performed by the Metro Airport Police Department through the FBI's system by the Department of Homeland Security. The Successful Vendor will also be required to secure a Secure Identification Display Area (SIDA) badge. The vendor shall be responsible for all fees associated with securing, the lost and non-return of the SIDA badge. The cost for fingerprinting is \$50 and \$25 for the SIDA badge. There is a \$250 charge for lost or non-returned SIDA badges. The Agency requires the contractor to return badges of any terminated employee of the contractor and/or at the end of the contractor term to Metropolitan Airport Police Department (MAPD). The prices are subject to change.

SCOPE OF WORK

The Scope of Work shall consist of providing labor only for plumbing and sewer services needed in all City Parish facilities. Crews shall consist of two (2) craftsmen skilled in the expertise on the specific project, or as deemed necessary by the Contractor. Contractor shall furnish all supervision, labor, tools and equipment needed to perform the plumbing and sewer services as requested by the City. Pricing shall be based on an hourly bid per crew as specified on Price Sheet. See **Appendix A** for a listing of construction fields.

Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time.

The Scope of Work consists of but is not limited to the following:

1. Sewer drain line service
2. Repair of water lines
3. Repair of sewer lines
4. General plumbing duties
5. Contractor shall be required to furnish multiple crews simultaneously, as needed
6. Contractor shall have the ability to repair fire water mains
7. Contractor shall have the ability to install, repair and certify backflow preventers
8. Contractor must be certified to install and repair medical gas
9. Contractor must be able to provide cameras with recording and line locating capabilities
10. Twenty-four (24) hour emergency service, maximum response time is two (2) hours.

Should the contractor discover during the progress of the work, subsurface or latent physical conditions as the site differing materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, work shall be suspended temporarily, the Project Architect shall be promptly notified, in writing, of such unforeseen conditions along with a detailed cost break down of work to be done before they are disturbed. The Project Architect will, thereupon, promptly investigate the conditions and, if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified accordingly.

APPENDIX A

**CONSTRUCTION FIELDS AS PER LOUISIANA STATE UNIFORM CODE
for CONSTRUCTION**

DIVISION 2 – SITE CONSTRUCTION

Section 03523 Water Supply Wells
Section 02535 Sanitary Sewerage System
Section 02540 Septic Tank Systems
Section 02620 Sub-drainage Irrigation
Section 02810 System

DIVISION 15 – MECHANICAL PLANT

Section 15191 Natural Gas Piping
Section 15410 Plumbing Fixtures
Section 15440 Plumbing Pumps
Section 15460 Plumbing Equipment

Schedule of Bid Items

A22-91060 LABOR ONLY for Plumbing and Sewer Services at East Baton Rouge Parish Facilities

This contract is to establish LABOR ONLY rates for Plumbing and Sewer Services, on an as needed basis, at City of Baton Rouge/East Baton Rouge Parish facilities, in accordance with specifications, terms and conditions.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	Hourly labor rate for crew of two (2) skilled craftsmen, <i>during normal working hours</i> of Monday through Friday, 7:00 am through 3:30 pm.	500	HOUR	\$_____	\$_____
0002	Hourly labor rate for crew of two (2) skilled craftsmen, <i>for emergency call-outs after normal working hours</i> Monday through Friday, 3:30 pm through 7:00 am.	75	HOUR	\$_____	\$_____
0003	Hourly labor rate for crew of two (2) skilled craftsmen, <i>for emergency call-outs after normal working hours on weekends</i> Friday, 3:30 pm through 7:00 am. Monday	75	HOUR	\$_____	\$_____
0004	Hourly labor rate for crew of two (2) skilled craftsmen, <i>for emergency call-outs on designated holidays.</i>	5	HOUR	\$_____	\$_____
0005	Hourly labor rate for one (1) journeyman without apprentice employee, <i>during normal working hours</i> of Monday through Friday, 7:00 am through 3:30 pm.	500	HOUR	\$_____	\$_____
0006	Hourly labor rate for one (1) journeyman without apprentice employee, <i>for emergency call-outs after normal working hours</i> Monday through Friday, 3:30 pm through 7:00 am.	75	HOUR	\$_____	\$_____
0007	Hourly labor rate for one (1) journeyman without apprentice employee, <i>for emergency call-outs after normal working hours on weekends</i> Friday, 3:30 pm through 7:00 am. Monday	75	HOUR	\$_____	\$_____
0008	Hourly labor rate for one (1) journeyman without apprentice employee, <i>for emergency call-outs on designated holidays.</i>	5	HOUR	\$_____	\$_____

NOTE: All prices shall include all supplies listed under Scope of Work, fuel charge and any other fee may relate to the Scope of Work.

Contractor Plumbing Experience

- Prospective vendors must have not less than five years of continuous commercial experience providing the level of complexity as the scope of services outline in this bid. List of all entities serviced should be identified below:

<u>Name of Entity</u>	<u>Years of Service</u>	<u>Entity Contact Person Name</u>	<u>Contact Person Telephone Number</u>

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp\$	5,000

B. Business Auto Policy

Any Auto, or Owned, Non-Owned & Mired	Combined Single Limit \$300,000
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C. If vendor's Certificate of insurance does not specifically mention a minimum \$50,000 Fire Damage Limit, vendor attests a minimum of \$50,000 Fire Coverage is included in their General Aggregate or Umbrella Coverage.

D. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

BIDDER'S ORGANIZATION
BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

AGREEMENT (sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ___ day of _____, 20___, by and between the City of Baton Rouge and Parish of East Baton Rouge herein after called "Owner" and _____ herein after called "Contractor".

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title: _____
Contract Period: _____

- 1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:**
 - A. Bid Documents complete with terms and conditions**
 - B. The Contractor's Proposal with all attachments.**
 - C. The Specifications**
 - D. The following enumerated addenda: _____**
- 2. No amendment to this Contract shall be made except upon the written consent of the parties.**
- 3. Insurance and Indemnity requirements shall conform to those stated in the specifications.**
- 4. Contractor shall be paid an amount based on the attached Exhibit A:**
- 5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.**
- 6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

**CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner**

By _____
**Kris R. Goranson
Purchasing Director**

**CONTRACTOR'S NAME
Contractor**

WITNESS:

By _____
(Signature)

(Typed / Printed Name)

(Typed / Printed Title)