

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: July 26, 2022 11:00 AM CST
TITLE: A22-0321 Electric Motor Rewinding & Reconditioning	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 <sup>th</sup> 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: 22-00321  AD DATES: 07-11-22 & 07-18-22		
SHIP TO ADDRESS:  EAST BATON ROUGE LIBRARIES	Contact Regarding Inquiries: Purchasing Analyst : Maggie Duvall Telephone Number: 225-389-3259 x 3272 Email: <a href="mailto:miduvall@brla.gov">miduvall@brla.gov</a>	
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, 8<sup>th</sup> 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, 8<sup>th</sup> 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](http://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, 8<sup>th</sup> 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 EBR 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 19, 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](mailto:miduvall@brla.gov)

## **SPECIFICATIONS**

Contract Vendor must be a qualified Electric Motor Repair Service, licensed to do business in the State of Louisiana, and familiar with all aspects of the types of Electric Motors owned by the City-Parish as described herein

The Contract Vendor shall guarantee that all work done under this contract be performed per specifications. All materials furnished shall be new, of first quality and free of defects.

All repair work shall be guaranteed for the period of one (1) year from the date of completion of repair. Any failure during this warranty period due to faulty workmanship and or substandard material shall be repaired at the expense of the Contract Vendor, FOB the City-Parish.

All work shall be industrial grade. All work shall be complete and the motor shall be delivered in one complete, fully operative unit. Incomplete or unsatisfactory work shall be picked up, corrected, and returned within 48 hours.

After receiving and examining the motor to be repaired, the vendor will provide a firm price to the City-Parish. This price should include all repairs necessary to put the motor in a complete, fully operational, condition. All motor work bids shall include pick-up and delivery. The submitted repair quote shall be provided with the inspection report as indicated in this section. Quotes shall at a minimum include: itemized list of parts for repairs (including part numbers, manufacturer, and any other required information for identification); a breakout of shop, machine, and overtime hours as required; and expected turnaround time.

The City-Parish will evaluate the repair cost versus the replacement cost and determine the most cost-effective procedure. If the repairs are authorized, a notice to proceed will be given. The City-Parish also reserves the right to keep all motors deemed un-repairable.

Pick up of electric motors to be repaired shall be no later than twenty-four (24) hours after notification, during normal business hours (normal business hours are 6a.m. – 2:30 p.m.). In the event a pickup cannot be made during normal business hours, the Vendor shall notify the City Parish 48 hours prior to expected pickup. Similarly, deliveries shall be made during normal business hours and shall require notification 48 hour prior to delivery. After receipt of motor, Vendor shall disassemble, inspect, and provide inspection report and quote back to the City-Parish representative within 3 business days to ensure timely turnaround. After receipt of materials and notice to proceed from City-Parish representative, Vendor is expected to complete repairs on Schedule A items within 7-10 days. Vendor shall notify City-Parish of any deviation from the anticipated schedules. Contract Vendor is responsible for providing shipping cradles, etc., if required for transport, and to transport motors in a proper manner to avoid damage. Motors shall be protected from the weather at all times. The City Parish may, at their option, deliver the motor directly to the vendor within East Baton Rouge Parish. This will only be done for the convenience of the City Parish. Contract Vendor shall respond to emergency needs (Emergency needs is solely depending on the priority of the vehicle or job. Response time shall be within an hour)

Vendor shall provide to City-Parish representatives on a weekly basis a summary of City-Parish motors in their possession, status of the repairs, lead time on any materials required, and expected delivery dates at the time of the report submission.

Under no circumstances shall the Contract Vendor perform overtime work without authorization from the City-Parish.

Subcontractors may be utilized by the Contract Vendor. The Contract Vendor assumes all responsibility of the work performed by any subcontractor. Contract Vendor must state in their proposal if they plan to subcontract any portion of the work. Quotes shall also indicate the use of subcontracted work as required for each repair.

The City-Parish has the right to inspect the Contract Vendor's shop to verify the equipment and the capability of the contractor to perform the work specified in the terms of this contract.

Vendor shall make an initial and final inspection of the motor. The following information shall be verified and recorded, but is not intended to be comprehensive; Vendor shall include additional information as recommended to establish proper repair and operation. Check and record rotor runout on the initial inspection, and record information on replaced or repaired rotor, Check and record the I.D. of both bearing housings before installing the bearings. Check for vibration while motor is running on the final inspection. Submit a complete report along with the work. Perform a megger test on leads and windings and record values on both inspections. Perform point to point verification of all other signals wires and instruments such as bearing, current, temperature monitors, heaters, etc, to determine proper operation and record results.

Note hp, RPM, SIN, quote reference, type of motor on the report, and any other recommended identifying information. Initial inspection report shall include pictures of motor as received, internal components, specific pictures of damaged components noted, and any other items as may be required to document the condition of the received motor. Final report shall include pictures of installed replacement components, assembled motor prior to shipment, and any other items as recommended by Vendor. Report all work done on the motor. Report all problems with the motor found on initial and final inspection. The City-Parish reserves the right to appoint an independent motor repair shop to verify that work done by the Contract Vendor was done in proper fashion. The Contract Vendor has the right to be present at such verification.

In the case of UL or RM listed motors the contractor shall contact the City-Parish for instructions on whether or not to repair the motor to UL or RM Specifications. The City-Parish will pay the Contract Vendor the usual UL or RM charges for inspection services.

**Minimum Qualifications:**

Prospective vendors must have not less than five years of continuous experience providing services outlined in the bid for at least 5 governmental or non-governmental entities of at least the same motor size and level of complexity as the scope of services outlined in this bid. List of all entities should be identified below:

<b>Name of Entity</b>	<b>Years of Service</b>	<b>Entity Contact Name</b>	<b>Entity Contact Telephone Number</b>

## Non-Performance

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 City-Parish may authorize in writing), after receipt of notice from the City-Parish 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-Parish. The City-Parish 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-Parish terminates this Contract in whole or in part, as above provided, the City-Parish may procure, upon such terms and in such manner as the City-Parish may deem appropriate, items purchased similar to those terminated, and the Vendor shall be liable for any excess costs for such similar items, provided that the Vendor shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

While the Vendor will provide a firm bid based on the actual condition of a specific motor, the general requirements outlined below should be used as guidelines for repairs.

Reconditioning and rewinding of motors should be performed in accordance with applicable manufacturers' specifications and procedures for each motor. The procedure should include but not be limited to the following.

- A. Disassemble
- B. Clean, Inspect, and Reassembly
  - (I) Electrical
    - (a) Insulation - general (using a megger)
    - (b) Insulation - turn to turn, coil to coil, and phase to phase. \*Use Baker surge tester
    - (c) When reconditioning, inspect and replace, if necessary all motor leads and lugs with the same size and type
    - (d) When rewinding, install new motor leads and connection lugs with the same size and type.
    - (e) Perform point to point verification of all instrumentation and heater signal wires. Verify proper operation of instruments and replace as required

(2) Mechanical

- (a) Inspect all shafts and endbells for excessive wear, straightness, damaged key ways, and for condition of surfaces. Measure and record shaft runout.
- (b) All bearings, seals, and other mechanical fits are measured and recorded
- (c) **Furnish and install new bearings and seals if required.** If roller or ball bearings are being replaced with sealed bearings, all grease fittings should be removed and plugs installed. The motor shall be marked to indicate sealed bearings.
- (d) Clean and verify operation of oil sight glasses, plugs, valves, etc, to ensure fits are tight and do not leak, replace mechanical components and seals as required
- (e) Verify gaskets on all electrical penetrations and covers are not damaged, replace as necessary
- (f) Verify balance of rotor and record results
- (g) During reconditioning, the stator shall be cleaned and varnished
- (h) During rewinding, the stator shall be burned, stripped and tested for core loss, coils made, and rewound with inverter rated, spike resistant wire Class "F" insulation or better as indicated by motor specifications. Dip and bake stator for a minimum two (2) hours

**NOTE:** All motors require a minimum of one (1) dip and one (1) bake

- (g) Reassembly
  1. Installation of bearings and seals
  2. Provide and replace thermal sensors on all submersible pump motors.
  3. All oil-filled submersible pump motors stators must conform to the manufacturer's insulation and varnish dip requirements, which is usually class "F".
- (h) Test run (record vibration and temperature)
- (i) Replace missing or unreadable identification plates. Add new identification plate indicating shop performing rebuild with contact information, repair reference number, and date of rebuild.  
Add tags to grease and oil ports indicating if motor needs grease or oil added before startup
- (j) Paint

The following is a description of the types of motors utilized by the City-Parish. The description below is intended to be representative, but not inclusive of all of the types of motors that may be serviced under this contract. Vendors intending to bid on the contract shall indicate in their proposal the ability to service the types of motors listed.

- Standard and inverter duty motors
- Air, water, and oil cooled motors
- Class I and Class II motors both in Division 1 and 2
- Submersible and immersible motors
- 3 phase, 600 V and under, 1-100 hp, 870-3450 RPM
- 3 phase, 230/460V, 1-600 hp, 450-3450 RPM
- Common manufacturers: Baldor, WEG, US Motors, Reliance, Yeomans, Flygt, Fairbanks Morse, Wilo, Hydromatic, Siemens, Grundfos

The schedule of bid items for this contract is separated by Schedule A: rebuild of motors that are between 0-200 hp and Schedule B: motors that are greater than 200 hp. Vendors may bid on one or both of the Schedule items. The schedule items will be considered individually for contract award such that Vendors may be awarded one or both of the bid items depending on responsive low bid prices.

## SCHEDULE OF BID ITEMS

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total
<b>Schedule A</b> <b>ELECTRIC MOTOR REWINDING AND RECONDITIONING 0-200 hp</b>					
0001A	SHOP RATE	1,425	HOUR	\$ _____	\$ _____
0002A	MACHINE RATE	120	HOUR	\$ _____	\$ _____
0003A	OVERTIME RATE (Any time outside normal business hours: 6am – 2:30pm. Monday- Friday)	30	HOUR	\$ _____	\$ _____
				<b>Subtotal for Section A:</b>	\$ _____
<b>Schedule B</b> <b>ELECTRIC MOTOR REWINDING AND RECONDITIONING 200 hp and GREATER</b>					
0001B	SHOP RATE	475	HOUR	\$ _____	\$ _____
0002B	MACHINE RATE	40	HOUR	\$ _____	\$ _____
0003B	OVERTIME RATE (Any time outside normal business hours: 6am – 2:30pm. Monday-Friday)	10	HOUR	\$ _____	\$ _____
				<b>Subtotal for Section B:</b>	\$ _____

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

**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)**