

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 07/28/2022 11:00 AM CST
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TITLE: A22-92939 Crash Fire Equipment Maintenance and Repair Services for BR METRO Airport Police/ARFF Department	RETURN BID TO: PURCHASING DIVISION
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FILE NO: 22-92939 REQ NO: AD DATES: 07/12/2022 & 07/19/2022	Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
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SHIP TO ADDRESS: Baton Rouge Airport POLICE/ARFF Department 9430 Jackie Cochran Dr. Suite 300 Baton Rouge, LA 70807	Contact Regarding Inquiries: Purchasing Analyst : Mark W. White Telephone Number: 225-389-3259 x 3268 Email: mwhite@brla.gov
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VENDOR NAME	MAILING ADDRESS
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REMIT TO ADDRESS	CITY, STATE, ZIP
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TELEPHONE NO. FAX NO.	E-MAIL
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FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
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AUTHORIZED SIGNATURE (Required)	PRINTED NAME
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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 specification, 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.** This is a sealed bid, **NO FAXED OR EMAILED 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.centralbidding.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, strikeouts 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. 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 five (5) days.
12. 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.
13. 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.
14. 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 should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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>.

26. 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.
27. 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>.
28. Contractor agrees, upon receipt of written notice of a claim 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.

29. 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.

30. 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 at <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-PDF>.

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 requested, information must be submitted within 5 (five) days.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications in accordance with the requirements included elsewhere in this document.
- 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.
- **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.
- **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 on next page.
- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**
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. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. 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 to the contract being canceled.

- **All items must be bid, a Blank, Zero or N/A will be considered as NO BID:**

All items must be bid, a monetary or percentage amount must be entered in the unit price block for each item. A blank space, N/A, or a Zero (0) in that column on the Schedule of Bid Items page will be considered NO BID and may cause your bid to be deemed non-responsive.

Unit Price controls the bid.

- **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
- **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, arrest, restraining 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.
- The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

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, Combined Single Limit
Non-Owned & Mired \$ 300,000

C. If vendors 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 the General Aggregate or the 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

**CITY OF BATON ROUGE/ PARISH OF EAST BATON ROUGE
PURCHASING DIVISION
SPECIFICATIONS**

**A22-92939 - Crash Fire Apparatus Equipment Maintenance and Repair Services for BR Metro
Airport Police\ARFF Department**

Inquiries will be received up until 5 pm on July 20, 2022

GENERAL: The intent of this Invitation to Bid is to obtain pricing from vendors to provide ONSITE Annual fire apparatus equipment Preventive Maintenance inspections (PMI), general and preventive maintenance (PM) services, as well as, provide repair services and parts to equipment as described within the document, on an as needed basis, during the contract term to select Airport Police\ARFF Apparatus equipment listed below. All services are to be performed ONSITE at the Baton Rouge Metropolitan Airport Police Headquarters building located at 9430 Jackie Cochran Drive, Baton Rouge, Louisiana. 70807

The Baton Rouge Metropolitan Airport is open 365 days a year. Exact hours to perform services will be coordinated with the Successful Contractor and the Baton Rouge Metropolitan Airport's representative.

The Airport will designate a representative(s) at the Airport to act as liaison with the Contractor for coordination with the Contractor crew leader and/or their supervisor, as applicable. The Airport will also inspect all work being performed for acceptability.

WORK HOURS: For the purpose of this Contract, Regular Work Hours shall be 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding designated holidays listed within the bid specifications.

Call Out hours shall be hours outside the designated regular work hours, nights and weekends. Holiday Call Out hours shall be on the designated Holidays listed within this Invitation to Bid (ITB).

CONTRACTOR PERSONNEL: Sufficient personnel shall be furnished to perform work efficiently and in a reasonable amount of time. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity.

It is required that the Contractor's technicians be certified to work on crash fire trucks listed with the Invitation to Bid. No service shall be performed by non-certified employees.

PERFORMANCE OF SERVICES:

All tools and equipment necessary to perform specific work shall be provided by the Contractor. Contractor shall maintain a staffed office for the processing of work orders and specific job related information during normal working hours, 8:00a.m. - 5:00 p.m., Monday through Friday, excluding designated holidays listed below.

Contractor shall provide the Chief of MAPD or designee contact information for the purpose of receiving service calls. This will include name, title, office phone, cell phone, fax, and e-mail address. Whichever form of contact the Contractor advises the Airport is the main point of contact, must be capable of receiving service calls 24 hours a day, seven (7) days a week, as the Baton Rouge Metropolitan Airport is open 365 days a year. Contractor's call back or acknowledgement of email must be received within one (1) hour of call out from the Baton Rouge Metropolitan Airport's representative.

The Contractor is expected to perform work in a competent and professional manner. Any damage to the City\Airport\Airport Police building or facility, either direct or indirect, resulting from the vendor, or vendor employee must be repaired fully and completely at the cost to the contractor, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workman like manner.

INSPECTION / PREVENTATIVE & GENERAL MAINTENANCE SERVICES:

All tools, equipment, parts and materials necessary to perform specific work shall be provided by the Contractor. The vendor is to provide a complete service, which includes changing fluids, filters, chassis lubrication, complete inspection and reporting ON SITE. All service will take place ON SITE and on a staggered rotation, which will be agreed upon between the successful contractor and the Airport.

All Preventive Maintenance will be scheduled at least one week in advance of any work being performed by the Contractor, with the designated Airport representative. Maintenance must be performed in accordance with the manufacturer and the FAA recommendations and regulations on each unit.

Contractor will be responsible for the removal and disposal of all used fluids, filters, and shop supplies in accordance with industry standards and regulations.

Contractor will be required to provide the Airport representative, in writing, of any deficiencies which need to be addressed on the equipment. Contractor will be required to provide a written quote for any additional repairs needed that are not covered under the specified parameters of this contract.

As a minimum, the following items will be required during each Apparatus Equipment Annual Inspection or Preventive Maintenance Service:

- Totally complete the Federal Aviation Administration (FAA) required inspection
- Complete a total vehicle inspection
- Change engine oil and filter
- Change fuel filters
- Check condition and top off transmission fluid (change if needed)
- Check condition and top off differential fluid(change if needed)
- Complete chassis and valve lubrication
- Check condition of pump
- Check condition of engine coolant (change if needed)
- Change air filters
- Provide baseline records
- Provide required FAA inspection completion forms
- Check condition of power steering and top off fluid as needed
- Check and top off windshield washer fluid levels and blades
- Inspect all belts and hoses
- Change all hydraulic filters, check condition of fluid and top off
- Check and top off priming tank reservoir (if applicable)
- Check condition of tires and adjust pressure as needed
- Lube all door hinges and compartment door hardware
- Perform electrical, hydraulic and air system checks
- Check condition of a piping and control valves
- Conduct speed test
- Provide complete documentation describing work performed and inspection report
- Inspect all DOT and emergency lighting (replace as needed)
- Check batteries and alternator outputs
- Complete inspection of roof mounted boom
- Inspect roof and bumper mounted turrets
- While performing any listed inspection repair any discovered issue (at the time issue discovered as approved by Airport Police)
- Ensure all vehicle lighting is operating
- And any other items in accordance with industry standards or FAA requirements

Contractor shall provide to the Baton Rouge Metropolitan Airport designated representative written confirmation of services performed, i.e., service checklist or other agreed upon documents. This should be part of the Contractor's inspection and preventative maintenance service program. Said forms are to indicate all work performed during Contractor's inspection/preventative or general maintenance services. Documents are to be signed and dated by the Contractor's representative performing services, as outlined within these specifications, and/or on any other additional items that the Contractor has performed during their services for the Airport's records. Prior to award of Contract, vendor must provide the Airport with their inspection and preventative maintenance documentation to be utilized for this contract for the Airport's approval and acceptance. Vendor will be required to provide this documentation within seven (7) days of request from the Purchasing Division. Failure to timely provide documentation will cause your bid to be deemed non-responsive.

REPAIR SERVICES:

If during annual inspection, preventative or general maintenances services, repairs are determined to be needed not covered under the general preventative maintenance or inspection of equipment, Contractor shall notify the Baton Rouge Metropolitan Airport's designated representative, and provide the Airport representative with their written quote to complete the needed repairs. The hourly labor rate shall be paid as bid by the Contractor throughout the contract term.

Parts and materials needed for repairs, not covered under routine inspection, preventative or general maintenance shall be paid by the Airport in accordance with the guidelines outlined below under Parts and Material Pricing Section listed below. Prior approval from the Airport is required before services are to be performed on each repair.

The Contractor will be contacted by the Airport's representative or their designee if emergency repair services are deemed necessary. Upon notification by the Airport, the Contractor's representative must be ONSITE within the designated number of hours bid by the Contractor on Item No. 0026. Failure to respond timely may cause the Contractor to be found to be in default of contract. See Conditions for Termination requirements as outlined in the bid specifications.

Contractor will provide the Airport with their itemized statement of cost for parts and materials, and estimated hourly rates associated with each repair. Prior approval from the Airport is required before services are to be performed on each repair.

Upon completion of each repair, the Contractor is to provide the Airport with their written documentation concerning the repair.

PARTS AND MATERIAL PRICING:

Parts and Materials needed for identified Repairs found during inspections, preventative or general maintenance services or emergency repair service as deemed necessary shall be paid by the Baton Rouge Metropolitan Airport in accordance with the pricing Percentage Discount bid by Contractor on Items 0006, 0012, 0018, 0024, and 0030 against Manufacturer's certified price list, *if applicable*. If manufacturer's price list is not available, Contractor shall submit an itemized statement of cost to the Airport's representative for review and approval on each repair prior to work commencing.

EMERGENCY REPAIR RESPONSE TIME:

Because of the nature of the Aircraft Rescue Fire Fighting Industry, **an emergency response time of less than 8 hours is required** concerning this contract. This response time shall include after hours, weekends, and holidays. **Failure to be within this maximum number of hours may cause your bid to be deemed non-responsive.** Acceptability of all bids received shall be at the discretion of the City-Parish, and the Baton Rouge Metropolitan Airport, and as determined to be in their best interest of the City. The services being performed under this contract are vital and time-sensitive services.

INVOICES: The Airport Police and the City shall receive copies of all invoices for parts and/or materials delineated in the final invoice for all replacement parts or materials used at Market Price less the percentage discount as stated in your bid, or as provided by the Contractor's itemized statement of cost approved by the Airport. Vendor shall provide documentation of material cost with invoices. Vendor shall, for the term of this contract, maintain price verification records for the Airport Police and the City to review, upon request, for audit purposes on materials and parts invoices. Hourly rates charges shall be in accordance with Contractor's hour rates bid.

EQUIPMENT: All tools, equipment and materials shall be provided by the contractor, unless otherwise written in specifications and will be maintained for the safety of the public and the contractor's employees.

Equipment to be serviced:

ONE (1) 1998 E-One Titan 1500 4X4 (CFR1)

ONE (1) 2015 Oshkosh Global Striker 1500 4X4 equipped with a boom mounted Snuzzle (CFR2)

ONE (1) 2010 Oshkosh Striker 1500 (CFR3)

TWO (2) Low Attack Bumper Turret Assemblies mounted on Striker units

HOLIDAYS: While the Airport is open 365 days per year, the Airport shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King 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'S QUALIFICATIONS:

To be qualified the Contractor must have experience providing ARFF vehicle PM, PMI, Diagnostics, and Repairs to include, but not limited to, engines, transmissions, air conditioning systems, vehicle body work, drive accessories, deficiencies in apparatus system, etc. It is required that Contractor's technicians providing service under this contract are trained to work on E-One and Oshkosh vehicles, and other brands as may be added to the BTR ARFF vehicle fleet or inventory over the term of this contract. Technicians must have training in or hold Emergency Vehicle Technician certificates from the Emergency Vehicle Technician commission for:

A-1 Design & Performance Standards & Preventive Maintenance of Aircraft Rescue & Fire Fighting Vehicles

A-2 Chassis and Vehicle Components of Aircraft Rescue and Fire Fighting Vehicles

A-3 Extinguishment Systems of Aircraft Rescue and Fire Fighting Vehicles

Proof of employee(s) certification and experience must be provided, upon request. Vendor must provide said documentation to the Purchasing Division within seven (7) days of request. Failure to timely provide requested documentation shall cause the vendor's bid to be deemed non-responsive.

Contractor must have mobile service truck(s) available with equipment and sufficient parts inventory to provide all PM, all PMI, and most on-site diagnostics and repairs.

ADDITIONAL SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT FOR BATON ROUGE METRO AIRPORT:

All employees performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting (\$50), training, and badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. Payments can be made by cash, credit card or company check. 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 the Airport Police Department. **If a security badge is not returned or lost it is an automatic \$250.00 charge.**

It is the responsibility of the Contractor to ensure adequate staff has been cleared to work at the Baton Rouge Metropolitan Airport in order to meet the response time bid.

SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT: The Agency requires TSA / FBI Criminal Background Checks before and during the contract period and reserves the right to deny employee access to jobsite depending information in background check. The Airport also reserves the right to request drug testing/screening all at no additional cost to the Agency, for all Contractor's employees. The City also reserves the right to request additional drug screens for Contractor's staff for reasonable cause. Any Contractor's staff that tests positive on any drug screen(s) shall be immediately dismissed.

INDEMNITY CLAUSE: The Contractor agrees to indemnify and serve harmless the Airport Police and the City and its officers, agents and employees from any and all claims, causes or actions, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractors under this contract, and including acts or omissions of the Airport Police or the City or its officers, agents, or employees in connection with said contract.

EQUAL OPPORTUNITY EMPLOYER: The successful bidder shall warrant and agree that the company is a Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

MANUFACTURER PUBLISHED PRICE LIST: It is the responsibility of the contractor to ensure that the parts utilized during repairs are acceptable with the manufacturer, and does not affect the manufacturer's warranty on the specified equipment, as applicable.

If applicable, proposals must be based on latest (current) manufacturer published price list(s) on parts if needed during repairs. Price lists bid must be firm for a minimum twelve (12) months after award. Vendor shall bid a fixed discount from their price list(s) that will remain constant. New manufacturer published price list(s) may be utilized after six (6) months. Requests for price list(s) updates shall be received a minimum of thirty (30) days prior to effective date of increase. However, the City-Parish reserves the right to accept such changes in price list(s), or to accept contractor's submitted pricing from other sources or to cancel the contract and rebid.

Current manufacturer price list(s) must be submitted within seven (7) days of request for such, if applicable. Failure to do so may cause the bid to be rejected. Vendor may be requested to arrange for direct mailing of manufacturer's catalogs and price updates to the City-Parish Purchasing Division.

The City-Parish reserves the right to return any items for merchandise credit, including older unused parts. Invoice copies cannot be supplied to vendor for returned items.

This will apply only to Original Equipment Manufacturer's parts. Grey Market Goods are expressly excluded. This agreement is non-exclusive and shall not in way preclude The City-Parish from soliciting bids or entering into similar agreements and/or arrangements to procure similar, equal, or like goods and/or services from other entities or sources during the contract period.

General Specifications:

The Contractor shall inspect all apparatus according to the most current edition of the following:

- NFPA 412
- NFPA 414
- NFPA 1911
- FAA Advisory Circular No: 150/5220-10E

The Contractor shall comply with all Federal Aviation Administration (FAA) regulations while on airport property.

The Contractor shall ensure that all personnel, while working in the Aircraft Operations Area (AOA), are escorted by a badged BTR or MAPD personnel at all times unless the contract employee has obtained and holds a current BTR Security Identification Display Area (SIDA) Badge.

The Contractor shall have (or have access to) fully equipped facilities for any necessary off-site diagnostics and repairs. The address and name for the primary and secondary Repair Facilities, if any, where the Contractor will perform off-site Diagnostics and \ or Repairs to ARFF vehicles when required Diagnostics and Repairs cannot be performed on-site at the BTR ARFF Station.

The Contractor shall maintain service prices for the duration of the contract. This contract does not have an escalation clause.

The Contractor shall have a readily available stock of commonly used parts and be able to obtain other unstocked parts in a timely manner.

The Contractor shall have fully equipped vehicles which carry necessary equipment and parts on board to provide on-site PM, PMI, Diagnostics, and Repairs in a timely manner.

The Contractor shall perform all work utilizing best practices to efficiently complete all services.

The Contractor shall provide telephone numbers that may be reached at all times with voice mail capabilities.

The Contractor shall provide all PM, PMI, and other minor repairs on-site at the ARFF Station.

The Contractor shall provide Diagnostics, Repairs and Parts on-site at the ARFF Station to the extent possible.

Preventive Maintenance:

PM shall include all labor, overhead, materials, parts, travel time, mileage, etc., necessary to change fluids and filters and provide visual checks of each vehicle.

PM and PMI shall be completed annually on a schedule to be determined by the Chief of MAPD or designee. The Contractor shall be available to perform PM and PMI consistent with schedule referred to under the Work Hours Section on page 11. Once scheduled, unforeseen circumstances may create the need to reschedule PM or PMI work in order to maintain firefighting capabilities at required airport index levels. In these instances, the Chief of MAPD or designee will advise the Contractor of such changes as early as possible and the Contractor shall be available to commence or resume the work within 3 calendar days.

The Contractor shall not commence PM work without a City of Baton Rouge issued Purchase Order Number (P.O.).

If the PM identifies required repairs, the Contractor shall provide a quote in accordance with Repairs section of this document.

Preventive Maintenance Inspections:

PMI shall include all labor, overhead, materials, parts, travel time, mileage, etc., necessary to inspect the vehicles and identify deficiencies in apparatus systems, including but not limited to: dry chemical, foam and drop tank tests.

PMI shall be completed annually on schedule to be determined by the Chief of MAPD or designee. The Contractor shall be available to perform PMI consistent with schedule referred to earlier in this document. Once scheduled, unforeseen circumstances may create the need to reschedule PMI work in order to maintain firefighting capabilities at required airport index levels. In these instances, the Chief of MAPD or designee will advise the Contractor of such changes as early as possible and the Contractor shall be available to commence or resume the work within 3 calendar days.

The Contractor shall not commence PMI work without a City of Baton Rouge issued Purchase Order Number (P.O.).

A written report of inspection, to include the points of inspection, results of the examination, deficiencies and the absence of deficiencies, shall be provided to the Chief of MAPD or designee at the completion of each PMI.

If the PMI identifies required repairs, the Contractor shall provide a quote in accordance with Section 7, Repairs below.

Diagnostic Services:

When repairs are needed for any ARFF vehicle, the Chief of MAPD or designee shall call the Contractor provided telephone contact number to request on-site Diagnostic services. If not answered immediately, the Contractor shall return the call within 1-2 hours.

Upon contact by the Contractor, the Chief of MAPD or designee shall advise the Contractor if the request for on-site Diagnostic services is to be Urgent or Scheduled, as defined in the table below. From the time of initial contact by the Chief or designee the Contractor shall arrive on-site to begin On-site Diagnostics according to the following schedule. This schedule shall be applicable regardless of the day of the week, weekend or holidays occurring within the allowed window for arrival on-site.

Maximum Time for Contractor to Arrive for On-Site Diagnostic	
Scheduled Diagnostic	Within 36 hours
Urgent Diagnostic	Within 24 hours

During the course of any On-Site Diagnostic performed by the Contractor at the ARFF Station, the Contractor shall communicate the status of all work to the Chief or designee, not less than every 2-3 hours. At the end of each reporting period, the Chief of designee shall advise the Contractor if they are authorized to continue performing additional On-Site diagnostics.

During the course of any Off-Site Diagnostics performed by the Contractor at its Repair Facilities, the Contractor shall communicate the status of all work to the Chief or designee, not less than every day, except on weekends. At the end of each reporting period, the Chief or designee may authorize the Contractor to continue performing additional Off-Site Diagnostics.

Repairs:

Scheduled Repairs:

For scheduled repairs, the Contractor shall provide BTR with a written description of the repair and an, itemized cost estimate inclusive of:

Hours of diagnostics labor already provided, if applicable

Hours of recommended repairs to be made

Parts associated with the recommended repair(s) and an indication of parts availability and/or required lead time to obtain parts.

Estimated completion date for the recommended repair(s).

The location the authorized work will be performed

Prior to the commencement of Scheduled Repairs, the Contractor shall ensure they have received a P.O. number from BTR.

Immediate Repairs:

When Immediate Repairs are required, the Contractor shall provide the Chief or Designee with a verbal total cost for On-Site Diagnostics already performed, a verbal estimate of the cost to complete the repair and an estimated timeline for completion of the repair.

Prior to the commencement of Immediate Repairs, the Contractor shall obtain verbal authorization from the Chief or designee.

BTR shall issue the Contractor a P.O. number as soon as possible after the authorization of Immediate Repairs, which shall include the estimated cost and the timeline for completion. In the event the Immediate Repairs commence outside of Regular Business hours, BTR shall provide the P.O. number on the next business day. The P.O. number shall be inclusive of any authorized Diagnostics or others services provided.

Off-Site Repairs: (Only with Agency pre-approval)

If repairs cannot be completed on-site at the ARFF Station, the Contractor shall arrange for the ARFF vehicle to be transported by trailer to the Contractor's Repair Facility.

The Contractor shall not transport an ARFF vehicle without a P.O. for the repairs to be made.

Additional Repairs:

In the event Additional Repairs are needed to complete work, the Contractor must provide and additional written quote and receive approval from the Chief or designee before commencing the additional work.

Timeliness of Repairs and Notices of Completion:

The Contractor will provide Repairs in a timely manner. Immediately upon realizing the Repairs cannot be completed in accordance with the completion dates provided earlier in this document, the Contractor must contact the Chief or designee to request an acceptable alternative completion timeline.

The Contractor shall notify the Chief or designee when Repairs are completed and, if applicable, the date a repaired ARFF vehicle will be returned to the ARFF Station.

If it becomes necessary for the Contractor to subcontract outside labor or contractor for the repairs, approval must be given by the Chief or designee before the work proceeds. Any and all repairs or labor performed by a subcontractor, once approved, must be conducted by experienced and reputable Repair Facility. The Contractor may not include up charges for any work or repairs conducted by outside labor or contractors. All repairs must be completed within the time frames established above, whether performed by the Contractor or by the Contractor's subcontractor.

When sub contracted repairs are completed on a vehicle, the Contractor shall provide BTR with a copy of the sub-contractor's invoice.

Parts:

All parts ordered for BTR owned ARFF vehicles shall be shipped to BTR for all on-site maintenance or repairs.

Charges for overhaul or rebuild of components (i.e., hydraulic pumps, hydraulic cylinders, auxiliary drives, ejector panels, engines, transmissions, etc.) shall not exceed 65% of acquisition cost for a new like item, unless included in the Contractor's estimate of cost and accepted by BTR as evidenced by issuance of a P.O. number based on the estimate.

The Contractor shall provide all parts needed to complete repairs within the time specified, regardless of whether the part is represented in the applicable catalogue reflected on the price schedule for the bid submitted.

Prices shall not exceed the suggested OEM retail price.

Any material or parts used in complying with the contract must be equal or better than Original Equipment Manufacturer (OEM) parts, material, or equipment.

The Contractor is required to maintain stock parts which, within the industry, are considered to be fast moving, normal wear items.

The Contractor shall provide stock on its mobile service truck to including all parts anticipated to be needed for PM, PMI, and Scheduled Repairs.

Upon request by the Chief or designee, used or replaced parts are to be made available for inspection. The used parts may be taken by BTR. The Contractor shall be responsible for the proper disposal of all used parts not taken by BTR.

The Contractor shall document the cost of parts provided with each invoice.

Inquiries will be received up until 5 pm on **July 20, 2022**

ORIGINAL EQUIPMENT MANUFACTURER'S PARTS & LABOR

DEFINITIONS:

1. Manufacturer's Current Price List:

Manufacturer's published suggested prices for parts at the time of the bid.

2. Original Equipment Manufacturer (OEM):

A supply management term for the purchase of parts and materials directly from the manufacturer of the equipment or from an authorized reseller. For example, Ford automotive replacement parts would be purchased from an authorized Ford reseller.

3. OEM Service Provider:

Resident business that is authorized by the manufacturer to sell and/or service their products. (Local vendor/dealer – synonymous).

4. Restocking Charge:

Percentage/fee charged by vendor/dealer for putting returned parts not due to obsolescence back in their inventory.

5. Overnight Delivery Charge:

Fee charged for agency requesting expedited/overnight delivery of parts. Prior approval from City-Parish representative is required.

6. Vendor/Dealer Labor Rate:

Hourly rate charged for labor by the vendor or dealer on a requested repair.

7. Road Call:

A request for a vendor/dealer to go out to a jobsite to perform a repair (not at the vendor/dealer facility). Response time for road calls must be within **eight (8) hours** of request.

8. Vendor/Dealer Field Labor Rate:

Hourly rate charged for labor on repairs performed on a road call.

9. Grey Market Goods:

Usually refers to the flow of new goods through distribution supply channels other than those authorized or intended by the manufacturer or producer. For example, goods intended to be only sold in Europe but eventually find their way for sale and use in the United States market. Goods being sold outside of normal distribution channels by companies which may have no relationship with the producer of the goods. (The original manufacturer may not honor the product warranty on grey market goods.)

Schedule of Bid Items

A22-92939 Crash Fire Apparatus Equipment Maintenance and Repair Services for BR Metro Airport Police/ARFF Department

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE
0001	1998 E-One Titan 1500 Annual Equipment Inspection/Preventative Maintenance Service	1	PER YEAR	\$ _____ Per year
0002	1998 E-One Titan 1500 Hourly Rate, Equipment Repair Services identified during PM Inspection, Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0003	1998 E-One Titan 1500 Hourly Rate, Equipment Repair Services, Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0004	1998 E-One Titan 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services. OUTSIDE specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0005	1998 E-One Titan 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services, on designated HOLIDAYS	1	PER HOUR	\$ _____ Per hour
0006	Original Equipment Manufacturer's Current Price List for Standard Replacement parts for 1998 E-One Titan 1500.	1	PRICE LIST USED & DATE OF ISSUE _____ _____	_____% Percentage Discount
0007	2015 Oshkosh Global Striker 1500 Annual Equipment Inspection/Preventative Maintenance Service.	1	PER YEAR	\$ _____ Per year
0008	2015 Oshkosh Global Striker 1500 Hourly Rate, Equipment Repair Services identified during PM Inspection, Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0009	2015 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services. DURING specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0010	2015 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services, OUTSIDE specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE
0011	2015 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services, on designated HOLIDAYS	1	PER HOUR	\$ _____ Per hour
0012	Original Equipment Manufacturer's Current Price List for Standard Replacement parts for 2015 Oshkosh Global Striker 1500	1	PRICE LIST USED & DATE OF ISSUE _____ _____	_____% Percentage Discount
0013	2010 Oshkosh Striker 1500 Annual Equipment Inspection/Preventative Maintenance Service.	1	PER YEAR	\$ _____ Per year
0014	2010 Oshkosh Striker 1500 Hourly Rate, Equipment Repair Services identified during PM Inspection, Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0015	2010 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services. DURING specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0016	2010 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services, OUTSIDE specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0017	2010 Oshkosh Striker 1500 Hourly Rate, ONSITE CALL OUT Equipment Repair Services, on designated HOLIDAYS	1	PER HOUR	\$ _____ Per hour
0018	Original Equipment Manufacturer's Current Price List for Standard Replacement parts for 2010 Oshkosh Striker 1500	1	PRICE LIST USED & DATE OF ISSUE _____ _____	_____% Percentage Discount
0019	Low Attack Bumper Turret Assembly Annual Equipment Inspection/Preventative Maintenance Service.	1	PER YEAR	\$ _____ Per year
0020	Low Attack Bumper Turret Assembly Hourly Rate. Equipment Repair Services identified during PM Inspection, Regular Work Hours	1	PER HOUR	\$ _____ Per hour

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE
0021	Low Attack Bumper Turret Assembly Hourly Rate. ONSITE CALL OUT Equipment Repair Services, DURING specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0022	Low Attack Bumper Turret Assembly Hourly Rate. ONSITE CALL OUT Equipment Repair Services, OUTSIDE specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0023	Low Attack Bumper Turret Assembly Hourly Rate, ONSITE CALL OUT Equipment Repair Services, on designated HOLIDAYS	1	PER HOUR	\$ _____ Per hour
0024	Original Equipment Manufacturer's Current Price List for Standard Replacement parts for Low Attack Bumper Turret Assembly	1	PRICE LIST USED & DATE OF ISSUE _____ _____	_____% Percentage Discount
0025	Snozzle Mount Boom Assembly Annual Equipment Inspection/Preventative Maintenance Service.	1	PER YEAR	\$ _____ Per year
0026	Snozzle Mount Boom Assembly Hourly Rate, Equipment Repair Services identified during PM Inspection, Regular Work Hours.	1	PER HOUR	\$ _____ Per hour
0027	Snozzle Mount Boom Assembly Hourly Rate, ONSITE CALL OUT Equipment Repair Services. DURING specified Regular Work Hours.	1	PER HOUR	\$ _____ Per hour
0028	Snozzle Mount Boom Assembly Hourly Rate, ONSITE CALL OUT Equipment Repair Services. OUTSIDE specified Regular Work Hours	1	PER HOUR	\$ _____ Per hour
0029	Snozzle Mount Boom Assembly Hourly Rate, ONSITE CALL OUT Equipment Repair Services, on designated HOLIDAYS	1	PER HOUR	\$ _____ Per hour
0030	Original Equipment Manufacturer's Current Price List for Standard Replacement parts for Snozzle Mount Boom Assembly.	1	PRICE LIST USED & DATE OF ISSUE _____ _____	_____% Percentage Discount

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE
0031	EMERGENCY EQUIPMENT REPAIR RESPONSE TIME. Specify Maximum number of hours to be ONSITE at Baton Rouge Metropolitan Airport. Maximum acceptable response time for this contract shall be eight (8) hours.	1	HOUR	HOUR
0032	FREIGHT CHARGES - This Item will be added to the awarded contract to cover any freight charges on expedited delivery of parts during the contract term.	1	EACH	NO PRICING IS BEING CAPTURED AT TIME OF BIDDING FOR THIS ITEM NO. 32

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

**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

SAMPLE AGREEMENT

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 _____

For the 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.

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

By _____

Sharon Weston Broome, Mayor-President
Kris R. Goranson, Purchasing Director

WITNESS:

Contractor

By _____

(Typed / Printed Name and Title)

Approved as to form:

Parish Attorney's Office