

ANNUAL CONTRACT COMPETITIVE PROPOSAL REQUEST	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: August 11, 2022 11:00 a.m.
TITLE: A22-91036 Trane Chiller Equipment Inspections, Preventive Maintenance, Parts and Repair FILE NO: 22-91036 AD DATES: 07/22/22 & 07/29/22	RETURN BID TO: PURCHASING DIVISION <u>Mailing Address:</u> <u>Physical Address:</u> Box 1471 222 St. Louis Street Baton Rouge, LA 70821 8th 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	
SHIP TO ADDRESS: VARIOUS CITY PARISH LOCATIONS IN THE GREATER BATON ROUGE AREA	Contact Regarding Inquiries: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 3264 Email: dsstewart@brla.gov	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP CODE	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE (Required)		

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. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

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

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.

SPECIFICATIONS

Page 1 of 6

1.0 SCOPE OF SERVICES

The City Parish is soliciting bids to obtain the services of a qualified contractor, having experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations necessary as described in the bid.

The intent of this bid is to establish a relationship with a HVAC contractor that is capable of providing the full spectrum of services consisting of maintenance and repair of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage.

There are two different types of work anticipated under this contract: 1) inspections and 2) preventative maintenance / general and emergency repairs to restore operation of the systems. Prospective bidders are being asked to provide costs for a fixed rate preventative maintenance contract, which shall include charges for all filters, belts, other related materials associated with the performance of preventative maintenance, labor, and overhead for each facility.

Charges for general and emergency repairs to the systems will be on a time and material basis, with the scope of work to be mutually agreed upon by the City and the contractor. The contractor must be capable of making repairs or replacing parts such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping, or other appurtenances used to control the temperature, humidity, and air flow, and electrical lines, mechanical and control components are included.

The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The contractor shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.

Inspections shall be performed on an annual (one time per year) and/or quarterly (four times per year) basis during normal working hours (Monday through Friday, between the hours of 8:00 am through 5:00 pm) and must be pre-scheduled and coordinated with the City. The agency will be responsible for scheduling annual and quarterly inspections.

Preventative Maintenance / Repairs: The included general specifications set forth activities that the City expects the contractor will perform on the HVAC systems serving City owned facilities. The prospective contractor shall provide a fixed rate basis for performing this work for each system identified.

SPECIFICATIONS

Page 2 of 6

2.0 GENERAL SPECIFICATIONS

All equipment is assumed to be in proper working order.

Contractor is required to perform routine maintenance and to diagnose, repair or replace components on the Trane chillers listed.

Eddy current testing shall be conducted on condenser tubes during the annual inspection and tube brushing. This will be done one chiller per year on a rotating basis and per owner's request; for the Central Mechanical Building only. Contractor shall provide a full inspection report to the customer of any signal inconsistencies.

3.0 MATERIAL AND WORKMANSHIP

Contractor shall ensure that any PC-based software utilized will be able to analyze, diagnose, and service all the equipment listed in this contract. Technicians must have a laptop PC with software to connect to all chillers covered by this contract where applicable. Technicians must have a minimum of 7 years experience repairing Trane centrifugal chillers 1,000 tons and above. Vendor technicians must provide proof of Trane certificate of completion for the following: CenTraVac (Centrifugal Vacuum) System Operation and Maintenance and RTAC (Rotary Air Cooled – Sequence C) Service or CenTraVac (Centrifugal Vacuum) System Operation and Maintenance and RTAF (Rotary Air Cooled – Sequence F) Rotary Chillers. Trane certificates of completion and a completed technicians roster that shows technicians' names, Trane years of experience, Trane certificates of completion, and Trane work experience must be included with the bid.

All labor, materials, apparatus and appliances essential to maintain complete functioning of the systems described or indicated herein, or which may be reasonably implied as essential whether mentioned in the contract documents or not, shall be furnished by the contractor. In case of doubt as to the work intended, or in the event of need for explanation thereof, the contractor shall request supplementary instructions from the City Parish.

The contractor shall provide all necessary rigging, equipment, tools and materials. All rigging, equipment, tools and materials must be in proper working condition.

Contractor shall maintain a documented stock of at least 100% of the oil charge for one of each model chiller in this contract. Contractor shall provide written certification of compliance with this requirement during the contract term. The contractor shall have access to an OEM parts center site with 24/7 access to OEM replacement parts. If additional time is needed, the City Parish must be notified of any delays due to the inability to locate supplies.

SPECIFICATIONS

Page 3 of 6

The right to judge the quality of material or procedures that deviate from the contract documents remains with the City Parish.

The City Parish will supply refrigerant found to be needed during inspection or emergency call-out. In the event the City Parish does not have enough refrigerant on hand, contractor will be required to supply refrigerant.

It is the policy of City Parish to require service practices needed to contain, conserve, and reuse refrigerants, preventing their escape into the atmosphere. Vendor shall utilize refrigerant management software (RMS) to capture, manage, and report refrigerant activity. The refrigerant activity report form must be used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted and checked by City Parish personnel. Annually, the contractor must print a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by the contractor for each piece of equipment, and can be used to satisfy reporting requirements.

4.0 ANNUAL AND QUARTERLY INSPECTIONS

- A. Annual and quarterly inspections shall be performed as requested by agency. Contractor must submit a written inspection report noting any malfunctions and/or necessary repair, length of time estimated to complete the repair, and the required readings as stated in the specifications to the City Parish, within ten (10) days of the inspection. Payment for service or repair will not be made until a completed inspection report has been received.**
- B. Contractor shall be available for emergency call-outs in the event a problem arises between scheduled inspections. Labor rates for emergency call-outs during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays) will be billed at the same hourly rate as the annual inspections. RESPONSE TIME SHALL BE WITHIN 4 HOURS OF NOTIFICATION.**

4.1 Specifications & Scope of Work for Annual Inspections

A. Comprehensive Inspection Service:

- 1. Report in with customer representative.**
- 2. Record and report abnormal conditions, measurements taken, etc.**
- 3. Review customer logs with customer for operational problems and trends.**
- 4. Update chiller software & calibrate operation of chiller.**

SPECIFICATIONS

Page 4 of 6

B. General Assembly Check and Record Refrigerant Level

1. Inspect for leaks and report leak results

- a. The refrigerant should be correct before starting the leak check. To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electronic blankets) must be used to pressurize the vessels.**
- b. In order to use EPA-recommended methods, certain conditions must be met: (A) the isolation valves on the chilled water and condenser water lines must shut off the circulation completely, (B) the temperature of the equipment room should be 70 degrees F or higher, (C) access connections to the condenser to the condenser water and chiller water circuits must be provided (customer responsibility). If these conditions cannot be met, the refrigerant must be removed and the vessel pressurized, using dry nitrogen and a trace gas. This additional procedure is outside the scope of work.**
- c. Calculate refrigerant loss and report to the customer.**
- d. Repair minor leaks as required (e.g. valve packing, flare nuts).**
- e. Check vanes for free and smooth operation.**
- f. Check mechanical linkages for wear**

2. Purge:

- a. Check purge unit controls for proper operation.**
- b. Check and clean purge drum as required.**
- c. Clean the condenser coil.**
- d. Clean strainers and replace filters**
- e. Check the purge compressor assembly for leaks.**
- f. Check the purge unit for proper operation.**

3. Controls and Safeties:

- a. Verify microprocessor program at startup and compare to original specifications.**
- b. Inspect the control panel for cleanliness.**
- c. Inspect wiring and connections for tightness and signs for overheating and discoloration**
- d. Verify the operation of the vane control system.**
- e. Verify the working condition of all indication/alarm lights and LED/LCD displays**
- f. Verify the operation of the oil sump temperature control device.**
- g. Test high condenser pressure safety device. Calibrate and record setting.**
- h. Test low evaporator temperature safety device. Calibrate and record setting.**
- i. Test low oil pressure safety device. Calibrate and record setting.**
- j. Test high motor temperature safety device. Calibrate and record setting.**
- k. Test operation of chilled water pump and condenser water pump starter auxiliary contracts.**

SPECIFICATIONS

Page 5 of 6

- 4. Lubrication System:**
 - a. Pull oil sample for spectroscopic analysis.**
 - b. Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.**
 - c. Measure and record the oil pump voltage and amperage.**
 - d. Verify the operation of the oil heater. Measure amps and compare readings with the watt reading of the heater.**
 - e. Change the oil filter.**
 - f. Verify the oil level.**

- 5. Motor and Starter:**
 - a. Clean the starter and cabinet.**
 - b. Inspect the wiring and connections for tightness and signs of heating and discoloration.**
 - c. Check condition of the contacts for wear and pitting.**
 - d. Check contactors for free and smooth operation.**
 - e. Check the mechanical linkages for wear, security, and clearances.**
 - f. Check tightness of the motor terminal connections.**
 - g. MEG the motor and record reading.**
 - h. Verify the operation of the electrical interlocks.**
 - i. Provide a written report of completed work, operation log, and indicate any uncorrected deficiencies detected.**

- 6. Annual tube cleaning on condenser tubes shall be included in the annual inspection of chillers. Eddy Current Testing on a rotating schedule on chiller per year setup by owner during the inspection for the Central Mechanical Building only.**

4.2 Specification & Scope of Work for Quarterly Inspections

- A. Comprehensive Inspection Service:**
- B. Update the chiller software & calibrate operation of chiller**
- C. Check the microprocessor program at startup and compare the original Trane specifications.**
- D. Check operation of purge system.**
- E. Check operation of control circuit.**
- F. Check operation of compressor motor and starter.**
- G. Check operation of lubrication system including oil pump.**
- H. Take operation log of all operating parameters.**
- I. Provide written report of inspection and recommendation to the City Parish.**

SPECIFICATIONS

Page 6 of 6

5.0. SCOPE OF WORK FOR PREVENTIVE MAINTENANCE / REPAIRS NOT INCLUDED IN ANNUAL / QUARTERLY INSPECTIONS

A. Labor for repairs made at the time of the inspections as well as during emergency call-out during normal working hours will be paid at the same hourly rate quoted for the annual/quarterly inspections which are also to be performed during normal working hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.). RESPONSE TIME SHALL BE WITHIN 4 HOURS OF NOTIFICATION. During declared emergency events, the City of Baton Rouge shall have priority service.

- 1. All parts that are needed for repairs will be supplied by the original equipment manufacturer from a list provided by contractor and will be delivered on site as soon as possible. Every effort will be made to insure delivery of parts for repairs on a timely basis. The City Parish will pay labor only on the hours actually worked only and not for time spent waiting for parts. Vendor travel time to and from City-Parish jobsites is to be included in any of the contracted labor rates.**
- 2. Contractor shall issue a best contractor parts pricing level to the City Parish for original equipment manufacturer parts needed for all repairs. NOTE: Any parts item with a net discount price in excess of \$5,000 is excluded from this contract.**
- 3. Contractor shall furnish to City Parish a written estimate on any emergency call-out prior to any work being done. The estimated length of time to complete the repair(s) as well as a list of parts needed for the repair.**

6.0 CLEANUP AND DISPOSAL

A. Contractor shall clean up and remove all excess material and debris, from the premises all debris resulting from his work, and shall see to it that all the items furnished are left in good order, broom cleaned and properly installed. This contract shall be in strict accordance with the specifications and special conditions contained herein.

B. City Parish shall have first salvage rights on all materials and debris.

JOB SITE VISIT CERTIFICATION - EQUIPMENT LIST – SITE LOCATIONS

This form must be completed by both the bidder and a City Parish representative and must be submitted with the bid proposal

TRANE CHILLERS		
SITE CODE - LOCATION	MODEL NUMBERS / SERIAL NUMBERS	CITY PARISH REPRESENTATIVE
D1 - 444 St. Louis Street (Central Mechanical Building)	CVHE063 / L90A00011	
	CVHE125 / L90A00012	
	CVHE125 / L90A00015	
	CVHF128 / L10J05269	
	CVHF130G / L03C03334	
D2 - 2867 Issac Boulevard (Parish Prison)	CVHE045R / L87M05862	
	CVHE045G / L87MO5861	
D3 - 2013 Central Road (Jewel Newman Community Center)	RTAA0804XL01A3CO / U00L05471	
D4 - 1100 Laurel Street (Public Works Building)	RTAC2254URON / U09D03879	
D5 - 1755 Florida Street (Human Resources Building)	CGWCD106RDNKK62K / L87E02423	
D6 - 427 Laurel Street (Public Works Building)	CCWCC606MDNGG62K / L88B00858	
D7 - 329 Chippewa Street (Public Works Building)	CGWBC606MANGG42K / L83M16351	
	CGWBC606MANGG42K / L84B17574	
L1 - 3501 Groom Road (Baker Branch Library)	RTWA0804YE01C3DOW / U00A04627	
L2 - 9200 Bluebonnet Boulevard (Bluebonnet Library)	RTHB150FLF00LWP000UNN3LF2LF V0QUO / U04009254	
L3 - 11260 Joor Road (Central Branch Library)	RTAA0704XMO1A3COBD / U01G01139	
L4 - 3351 Lorraine Street (Delmont Gardens Library)	RTAA080AYOO1A3COBD / U04C04639	
L5 - 6222 Jones Creek (Jones Creek Regional Library)	RTWD130F2B02A1A1AA1A / U10G07982	
L6 - 11300 Greenwell Springs Road (Greenwell Springs Library)	RTWA1254XA0101D1WN / U96E04577	
L7 - 13600 Pride Port Hudson (Pride/Chaneyville Library)	CGAFC60EAHA1 / C04D03680	
L8 - 7373 Scenic Highway (Scotlandville Branch Library)	RTAA1004XL01A3COB / U00601855	

This signed statement certifies that the contractor named below is familiar with all conditions and specifications for the project.

Contractor Name	Contractor Representative Name (Print)	Contractor Representative Signature

ANNUAL PROPOSALS FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS/LABOR

1. The City-Parish's intent to award this proposal to a vendor or vendors to enable agencies to acquire original manufacturer's parts in a timely manner. Consideration will be given to price, availability, service, and location in placing orders. Specific quantities are not guaranteed as parts will be purchased on an as needed basis.
2. This proposal shall establish prices for the purchase and delivery of Original Equipment Manufacturer's replacement parts. Also requested is an hourly labor rate for repairs and/or parts installation done by an authorized equipment manufacturer's service facility or by authorized equipment manufacturer's service mechanic(s) at various City-Parish facilities, or job site locations within East Baton Rouge Parish (call out).
3. Vendor must maintain a reasonable supply of original equipment manufacturer's parts.
4. Proposals must be based on latest (current) manufacturer published price list(s). Price lists bid must be firm for a minimum six (6) 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 cancel the contract and rebid.
5. Current manufacturer price list(s) must be submitted within five (5) days of request for such. 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 DPW Buildings and Grounds Division.
6. The City-Parish reserves the right to return any items for merchandise credit, including obsolescence. Invoice copies cannot be supplied to vendor for returned items.
7. This proposal will apply only to Original Equipment Manufacturer's parts and authorized Equipment Manufacturer's service (labor). Grey Market Goods are expressly excluded. This agreement is non-exclusive and shall not in any 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.
8. Vendor shall maintain the proper insurance coverage, which will insure any City-Parish equipment/ vehicle for any loss or damage while at vendor's facility. An insurance certificate indicating vendor's coverage should be enclosed with this proposal and must be submitted within three (3) days of request.

ORIGINAL EQUIPMENT MANUFACTURER 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 material 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. Obsolescence:

Parts supplied by the vendor/dealer which become obsolete to the agency shall be accepted for return and full credit to the agency's account. The price credited shall be the same as the purchase price, and no restocking charges shall be allowed. The term "obsolete" as used in this contract is defined to mean "obsolete to the agency". As the agency changes equipment makes and models, the parts may become obsolete to the agency in an undeterminable period of time. This does not necessarily mean the parts are obsolete on the open market.

6. Overnight Delivery Charge:

Fee charged for agency requesting expedited/overnight delivery of parts. Requires prior approval of City-Parish representative.

7. Vendor/Dealer Labor Rate:

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

8. Call Out:

A request for a vendor/dealer to go out to a jobsite to perform a repair (not at the vendor/dealer facility).

9. Vendor/Dealer Field Labor Rate:

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

10. 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.)

MANDATORY PRE-BID CONFERENCES AND JOB SITE VISITS

MANDATORY PRE-BID CONFERENCE (1 of 2) – JOB SITE VISITS

When: August 2, 2019 for Equipment List – Site Locations - Codes D1 – D7
Time: 9:00 A.M.
Location: 222 St. Louis Street, Room 806
Contact: Larry Cooper at 225-573-1548 or lcooper@brla.gov
for Equipment List – Site Locations - Codes D1 – D7

MANDATORY PRE-BID CONFERENCE (2 of 2) – JOB SITE VISITS

When: August 3, 2022 for Equipment List - Site Locations - Codes L1 – L8
Time: 9:00 A.M.
Location: 6222 Jones Creek Road
Contact: Alvin Rattle at 225-231-3779 or arattle@brla.gov
for Equipment List – Site Locations - Codes L1 – L8

MANDATORY JOB SITE VISITS

The mandatory job site visits will begin immediately following the pre-bid conferences. **IT IS ANTICIPATED THAT TWO DAYS WILL BE REQUIRED TO VISIT ALL THE JOB SITES – BIDDERS SHOULD PLAN ACCORDINGLY.** Only companies represented at both the pre-bid conference and job site visits shall be considered for award through this Invitation to Bid. Failure to attend the pre-bid conference and mandatory job site visits will cause your bid to be deemed non-responsive.

JOB SITE CERTIFICATION

Contractor should make physical inspections before submitting bid. The attached job site visit certification form must be completed by both the bidder and a City Parish representative and must be submitted with the bid proposal.

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 the close of business (5:00 PM) on August 4, 2022.

Inquiries and/or questions shall not be considered thereafter.

Inquiries are to be directed as follows:

Dexter Stewart, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street,
Room 826 (Hand Delivery)
Baton Rouge, LA 70802

or

Email: dsstewart@brla.gov

EQUIPMENT LIST – SITE LOCATIONS

SITE CODE - LOCATION	MODEL NUMBERS / SERIAL NUMBERS / REFRIGERANT
D1 - 444 St. Louis Street (Central Mechanical Building)	CVHE063 / L90A00011 – R-11
	CVHE125 / L90A00012 – R-11
	CVHE125 / L90A00015 –R-11
	CVHF128 / L10J05269 – R-123
	CVHF130G / L03C03334 – R-123
D2 - 2867 Issac Boulevard (Parish Prison)	CVHE045R / L87M05862 – R-123
	CVHE045G / L87MO5861 – R-123
D3 - 2013 Central Road (Jewel Newman Community Center)	RTAA0804XL01A3CO / U00L05471 – R-22
D4 - 1100 Laurel Street (Public Works Building)	RTAC2254URON / U09D03879 – R-134A
D5 - 1755 Florida Street (Human Resources Building)	CGWCD106RDNKK62K / L87E02423 – R22
D6 - 427 Laurel Street (Public Works Building)	CCWCC606MDNGG62K / L88B00858 – R-22 & R-427A
D7 - 329 Chippewa Street (Public Works Building)	CGWBC606MANGG42K / L83M16351 –R-22
	CGWBC606MANGG42K / L84B17574 – R-427A
L1 - 3501 Groom Road (Baker Branch Library)	RTWA0804YE01C3DOW / U00A04627 – R-22
L2 - 9200 Bluebonnet Boulevard (Bluebonnet Library)	RTHB150FLF00LWP000UNN3LF2LFV0QUO / U04009254 – R-22
L3 - 11260 Joor Road (Central Branch Library)	RTAA0704XMO1A3COBD / U01G01139 – R-22
L4 - 3351 Lorraine Street (Delmont Gardens Library)	RTAA080AYOO1A3COBD / U04C04639 – R-22
L5 - 6222 Jones Creek (Jones Creek Regional Library)	RTWD130F2B02A1A1AA1A / U10G07982 – R-1234A
L6 - 11300 Greenwell Springs Road (Greenwell Springs Library)	RTWA1254XA0101D1WN / U96E04577 – R-22
L7 - 13600 Pride Port Hudson (Pride/Chaneyville Library)	CGAFC60EAHA1 / C04D03680 – R-22
L8 - 7373 Scenic Highway (Scotlandville Branch Library)	RTAA1004XL01A3COB / U00601855 – R-22

*** NOTE: THE CITY PARISH RESERVES THE RIGHT TO ADD OR DELETE ANY LOCATION AND/OR EQUIPMENT FROM THE CONTRACT AT ANY TIME

**SCHEDULE OF BID ITEMS
TRANE CHILLER EQUIPMENT INSPECTIONS,
PREVENTIVE MAINTENANCE, AND REPAIR**

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	LABOR RATE FOR ANNUAL/QUARTERLY INSPECTIONS AND CALL-OUTS DURING NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0002	LABOR RATE FOR CALL-OUTS AFTER NORMAL WORKING HOURS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0003	LABOR RATE FOR WEEK-END CALL-OUTS (EXCLUDING HOLIDAYS) - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0004	LABOR RATE FOR HOLIDAY CALL-OUTS - Vendor travel time to and from City-Parish jobsite is included	1	Per Hour	_____	_____
0005	REFRIGERANT – IN THE EVENT CITY PARISH CANNOT SUPPLY (DuPont R-11, R-22, R-123, R-1234A, R-427A or Approved Equal. Bidders must submit product label, material safety data sheet and EPA registry number with bid. Brand Bid: _____	1	Price List Used & Date of Issue _____	Discount % _____	
0006	ORIGINAL EQUIPMENT MANUFACTURER STANDARD REPLACEMENT PARTS or equal NOTE: The City-Parish reserves the right to seek additional part quotes if contractor’s pricing is deem unacceptable. All parts shall be incorporated as if in the original maintenance agreement.	1	Price List Used & Date of Issue _____	Discount % _____	

Note: Normal working hours are Monday through Fridays, 8:00 a.m. to 5:00 p.m.
Week-ends are Saturday and Sunday

The following are considered City Parish holidays; the dates may change but the holidays remain: New Year’s Day, Martin Luther King Day, Mardi Gras, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and a Floating Holiday (normally the day after Thanksgiving).

TECHNICIANS ROSTER

List technicians name , Trane years of experience, Trane certificates of completion, and Trane work experience. Add more pages, if necessary.

TECHNICIAN NAME	TRANE YEARS OF EXPERIENCE	TRANE CERTIFICATES	TRANE WORK EXPERIENCE
TECHNICIAN NAME	TRANE YEARS OF EXPERIENCE	TRANE CERTIFICATES	TRANE WORK EXPERIENCE
TECHNICIAN NAME	TRANE YEARS OF EXPERIENCE	TRANE CERTIFICATES	TRANE WORK EXPERIENCE

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 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.

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

WITNESS:

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

**CONTRACTOR'S NAME
Contractor**

WITNESS:

By _____
(Signature)

(Typed / Printed Name)

(Typed / Printed Title)