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| ANNUAL CONTRACT COMPETITIVE PROPOSAL REQUEST | CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION | RESPONSES MUST BE RECEIVED BY: September 13, 2022 11:00 AM CST |
| TITLE: A22-0220 Original Equipment Manufacturer Standard Replacement Parts and Manufacturer Authorized Service for Gasboy Pumps and Dispensers and Veeder-Root Tank Monitors | RETURN BID TO: PURCHASING DIVISION | |
| FILE NO: 22-00220 | <u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 | <u>Physical Address:</u> 222 St. Louis Street 8th Floor Room 826 Baton Rouge, LA 70802 |
| AD DATES: 08/26/22 & 09/02/22 | | |
| SHIP TO ADDRESS: Various Locations | Contact Regarding Inquiries: Purchasing Analyst: Dexter Stewart Telephone: 225-389-3259 ext. 309 Email: dsstewart@brla.gov | |
| VENDOR NAME | MAILING ADDRESS | |
| REMIT TO ADDRESS | CITY, STATE, ZIP | |
| TELEPHONE NO. | FAX NO. | E-MAIL |
| FEDERAL TAX ID OR SOCIAL SECURITY NUMBER | TITLE | |
| AUTHORIZED SIGNATURE | PRINTED NAME | |
| QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY) | | |

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

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

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.
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.bidexpress.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. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brla.gov, or by calling the Purchasing Department at 225-389-3259.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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>.

28. 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.
29. 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>.
30. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. 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.

32. 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-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 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.
- **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.

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

Revised May, 2022

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 September 6, 2022, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

Dexter Stewart

Email: dsstewart@brla.gov

PROPOSAL FORM

A22-0220 Original Equipment Manufacturer Standard Replacement Parts and Manufacturer Authorized Service for Gasboy Pumps and Dispensers and Veeder-Root Tank Monitors

All items must be bid. For each UNIT PRICE Percentage Discount and UNIT PRICE Percentage of Cost item, a number (without decimal) from 0 to 100 should be entered in each percentage field (0 = 0%, 10 = 10%, 25 = 25%, 33 = 33%, ...100 = 100%).

| ITEM NO. | DESCRIPTION | UNIT OF MEASURE | UNIT PRICE |
|--------------------------------------|---|---|---|
| 0001 | Technician Hourly Labor Rate | PER HOUR | \$ _____ Per hour |
| 0002 | Helper Hourly Labor Rate | PER HOUR | \$ _____ Per hour |
| 0003 | Original Equipment Manufacturer Standard Replacement Parts for Gasboy Pumps and Dispensers; any parts item with a net discount price in excess of \$5,000.00 is excluded | PRICE LIST USED & DATE OF ISSUE _____ _____ | _____% Percentage Discount |
| 0004 | Restocking Charge: State the percentage of cost to restock parts for Gasboy Pumps and Dispensers parts | PERCENT | _____% Percentage of Cost |
| 0005 | Original Equipment Manufacturer Standard Replacement Parts for Veeder-Root Tank Monitors; any parts item with a net discount price in excess of \$5,000.00 is excluded | PRICE LIST USED & DATE OF ISSUE _____ _____ | _____% Percentage Discount |
| 0006 | Restocking Charge: State the percentage of cost to restock parts for Veeder-Root Tank Monitors parts | PERCENT | _____% Percentage of Cost |
| 0007 | Miscellaneous - This line item is to be used for any freight charges for expedited delivery of parts: F.O.B. Destination, Prepaid and allowed on orders of any stock for Gasboy Pumps and Dispensers or Veeder-Root Tank Monitors orders will be shipped prepaid and added to the invoice | ***** | Freight Charges to be prepaid and added to invoice. |
| TOTAL (see calculation below) | | | \$ _____ |

Award will be considered on the basis of the lowest TOTAL per the following calculation:

- Item 0001 UNIT PRICE
- + Item 0002 UNIT PRICE
- + 100 – Item 0003 UNIT PRICE
- + Item 0004 UNIT PRICE
- + 100 – Item 0005 UNIT PRICE
- + Item 0006 UNIT PRICE

ORIGINAL EQUIPMENT MANUFACTURER PARTS & LABOR

DEFINITIONS:

Manufacturer's Current Price List:

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

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.

OEM Service Provider:

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

Restocking Charge:

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

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.

Overnight Delivery Charge:

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

Vendor/Dealer Labor Rate:

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

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.)

GENERAL SPECIFICATIONS
ANNUAL PROPOSALS FOR OEM 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 and manufacturer authorized service 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. The purpose of this proposal is to establish prices for the purchase and delivery of Original Equipment Manufacturer's replacement parts. Also requested is an hourly labor for repairs and/or parts installation done by/at 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 (road call). In the event vendor/dealer is called to a jobsite to perform a repair, the response time shall be within **four (4) hours** of request.
3. The number of hours required for labor per job shall not exceed the number of hours listed in the manufacturer's flat rate labor guide, if such a labor guide is applicable. A copy of the labor guide used must be provided upon request to verify invoices. Invoices in question will not be processed until this information is received.
4. The authorized equipment manufacturer's service facility must be located within a 50 mile radius from the intersection of Tom Drive and Wooddale Boulevard in East Baton Rouge Parish. Vendor must maintain a reasonable supply of original equipment manufacturer's parts and daily deliveries may be required. Deliveries will be made within one day to the Central Garage at 333 Chippewa Street.
5. 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.
6. 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 Purchasing Division and to the DPW Central Garage, Attention: Central Garage Business Officer or Auto Parts Supervisor.
7. 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.
8. This proposal will apply only to Original Equipment Manufacturer's parts and authorized Equipment Manufacturer's service (labor). Bidder must submit prior award, a letter from the manufacturer stating that the bidder is an authorized dealer. 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.
9. Vendor shall maintain the proper insurance coverage, which will insure any City-Parish equipment 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.

SPECIFICATIONS

The intent of this contract is to establish prices for parts and labor to service equipment for Gasboy pumps and dispensers and Veeder-Root tank monitors at the locations listed below. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

For the Gasboy pumps and dispensers, the awarded vendor must be an authorized distributor and/or or an authorized service provider who can sell, repair, and/or perform maintenance on Gasboy products and equipment. If requested, additional information must be submitted within seven (7) days.

For the Veeder-Root tank monitors, the awarded vendor must have a distributor agreement with Veeder-Root to sell, repair, and/or perform maintenance on Veeder-Root products. Awarded vendor technicians must have a Veeder-Root certificate of completion. If requested, additional information must be submitted within seven (7) days.

The agency will arrange with the vendor for service at the locations below; additional locations may be added to the contract.

City Parish normal business hours are weekdays, 7:00 am to 5:00 pm. Response time for call outs shall be within a maximum of four (4) hours. Vendor may only proceed with service after authorization from the City-Parish. A written estimate must be submitted to using agency before any repairs can proceed. Successful bidder shall notify on-site supervisor upon arrival at job location and upon departure for accurate hourly rate charges. Failure to do so may result in nonpayment.

Any parts item with a net discount price in excess of \$5,000 is excluded from this contract.

Locations for these services will be as follows:

**City-Parish Central Garage 4 Gas & 2 Diesel Pumps & 1 Tank Monitor
333 Chippewa Street
Baton Rouge, LA 70802**

**North Lot 1 Gas & 1 Diesel Pump & 1 Tank Monitor
3207 Main Street
Baker, LA 70414**

**South Lot 2 Gas & 1 Diesel Pump & 1 Tank Monitor
3055 Valley Street
Baton Rouge, LA 70808**

**East Lot 1 Diesel Pump only & 1 Tank Monitor
1505 Central Throughway
Baton Rouge, LA 70819**

**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 this _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (hereinafter called "Owner") and _____ (hereinafter called "Contractor").

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

Annual Contract Number _____

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. The Contractor's Proposal with all attachments.
 - B. The Specifications and
 - C. 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 following:
Unit prices will be included and attached at award of contract in an EXHIBIT A
5. RIGHT TO AUDIT: 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.
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

CONTRACTOR

WITNESS:

By _____
(Signature)

(Typed / Printed Name)

(Typed / Printed Title)