

INVITATION TO BID – SEALED BID

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, October 31, 2023, at the location shown below.

| | | | | | | | |
|--|--------------|--|--------------|---------------------|--------------|------------|--------------|
| TITLE: Req 8780 GAS FRYER BATTERY | | RETURN BID TO: PURCHASING DIVISION <u>Physical Address:</u> 222 St. Louis Street 8th Floor Room 826 Baton Rouge, LA 70802 | | | | | |
| FILE NO: 23-008780 AD DATES: 10/10/23 & 10/17/23 | | **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: 275 S RIVER RD BATON ROUGE, LA 70802 | | Contact Regarding Inquiries: Purchasing Analyst 2: Kim Eichelberger Telephone Number: 225-389-3259 x 3262 Email: keichelberger@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 (Required) | | | | PRINTED NAME | | | |
| TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE | | | | | | | |
| <p>1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.</p> <p>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.</p> | | | | | | | |
| <p>Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA</p> | | | | | | | |
| No. | Date: | No. | Date: | No. | Date: | No. | Date: |
| No. | Date: | No. | Date: | No. | Date: | No. | Date: |

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 the 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 - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification 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 is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids 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. The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals shall be rejected and returned.
3. The bid number, 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.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division 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.**
5. 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.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. 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. Official Bid Documents are available at Central Bidding (<http://www.centralauctionhouse.com>). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. 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 bids, (including non-acknowledgement of issued addenda or the use of substitute forms or documents, will subject the bid to rejection on non-responsiveness grounds.
8. All bids 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.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.

12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the 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. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. 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
19. 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.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.
21. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
22. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

23. 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.
24. **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.**
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. 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.
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. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
 - b. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
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. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by East Baton Rouge Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.
30. 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>.
31. 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.

32. 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.
33. 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.
34. 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.
35. **All departments and agencies of the City of Baton Rouge, Parish of East Baton Rouge utilize an Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via the Tyler Technologies Munis system.**

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.

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

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

Join by phone

+1-408-418-9388 United States Toll

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

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

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

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

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

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

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

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

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

Mandatory Pre-bid Conference & Mandatory Job Site Visit

Mandatory Pre-Bid Conference:

When: **October 18, 2023**
Time: **10:30 A.M.**
Location: **RAISING CANE'S RIVER CENTER**
275 S RIVER ROAD
BATON ROUGE, LA 70802

Contact: **Kim Eichelberger**
Phone: **225-389-3259 x 3262**

Mandatory Job Site Visit:

The mandatory job site visit will begin immediately following the pre-bid conference on **October 18, 2023**. **Only companies represented at the pre-bid conference and job site visit shall be considered for award through this Invitation to Bid.**

Vendor sign-in forms must be signed before leaving the facility. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheets at pre-bid conference and at job site visit location. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.

All parties interested in this bid must be present and signed into pre-bid conference no later than 10:00 A.M. to be considered eligible for award of this contract.

Questions regarding the pre-bid conference or job site visit may be directed to Kim Eichelberger (225) 389-3259 x 3262.

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 and reference the bid number*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.)

Inquiries are to be directed as follows:

Hand Delivered, Courier, Delivery by United States Postal Services, E-mail

Kim Eichelberger, Purchasing Analyst 2
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70802


By email: keichelberger@brla.gov

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* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. on October 24, 2023

PRICING SHEET

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the items requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

| ITEM NO. | DESCRIPTION | QUANTITY | UNITS | UNIT PRICE | TOTAL |
|----------|---|----------|-------|------------|----------|
| 0001 | <p>GAS FRYER BATTERY</p> <p>FRYMASTER MODEL No. SCFHD360G OR APPROVED EQUAL</p> <p>State Brand and Item # Bidding:</p> <hr/> <div style="text-align: center;">  </div> | 2 | EACH | \$ _____ | \$ _____ |
| 0002 | <p>CONTROLLER (MODEL No. CM3.5 OR APPROVED EQUAL)</p> <p>State Brand and Item # Bidding:</p> <hr/> | 6 | EACH | \$ _____ | \$ _____ |
| 0003 | <p>SPREADER CABINET (MODEL No. 20 MC W, STAINLESS STEEL DOOR AND SIDES FREE STANDING OR IN BATTERY *MUST SPECIFY AT TIME OF ORDER*, WITH LEGS STANDARD OR APPROVED EQUAL)</p> <p>State Brand and Item # Bidding:</p> <hr/> | 2 | EACH | \$ _____ | \$ _____ |

PRICING SHEET

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the items requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

| | | | | | |
|-------------|--|----------|-------------|----------|----------|
| 0004 | FOOD WARMER & HOLDING STATION (MODEL No. FWH-1 CERAMIC HEATING ELEMENT WITH WIRE GUARD, RADIANT HEAT, INCLUDES HEAT LAMP, CORD & PLUG, 12 X 20 X 2- 1/2" STAINLESS STEEL CAFETERIA-STYLE PAN & SCREEN *SPREADER CABINET REQUIRED* , NSF, CULUS OR APPROVED EQUAL) State Brand and Item # Bidding: <hr style="border: 1px solid black;"/> | 1 | EACH | \$ _____ | \$ _____ |
| 0005 | LABOR (DISCONNECT, REMOVE & EXISTING EQUIPMENT/INSTALL NEW EQUIPMENT) | 1 | EACH | \$ _____ | \$ _____ |

SPECIFICATIONS

GENERAL: The intent of this proposal is to establish prices. 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.

| MINIMUM SPECIFICATIONS: As a minimum (any non-compliance must be marked "NO") each item shall be equipped with, and all components bid must be compatible and upon installation create a fully functional piece of equipment. | Comply Meet Specifications | | Specify any Deviation from listed Specification (size, dimensions, color, brand, etc.) |
|---|-----------------------------------|-----------|---|
| | YES | NO | |
| 0001: GAS FRYER BATTERY OR APPROVED EQUAL | | | |
| 2 ea. Frymaster Model No. SCFHD360G Decathlon HD Series Fryer Battery, gas, (3) 80 lb. capacity each, built-in filtration, tube-type design, automatic melt cycle, boil-out temperature control, electronic ignition, includes: rack-type basket support, basket hanger & twin baskets, drain safety switch, stainless steel frypot, front, door & cabinet sides, 375,000 BTU, NSF, CSA, Enerlogic® 1 ea FRYPOT warranty - 1st year: parts and labor, 2nd - 10th years: parts only, standard 1 ea CONTROLLER warranty - 1 year parts and labor, standard 1 ea ALL OTHER PARTS warranty - 1 year parts and labor, standard 2 ea Natural gas (specify elevation if over 2,000 ft.) 1 ea Right side, 1" Rear gas manifold without shut-off valve (fryer with filter), standard 1 ea (2) 120v/60/1-ph, 10.0 amps, controller/filter State Brand and Item # Bidding: <hr style="width: 40%; margin-left: 0;"/> | | | |
| 0002: CONTROLLER OR APPROVED EQUAL | | | |
| 6 ea CM3.5 Controller State Brand and Item # Bidding: <hr style="width: 40%; margin-left: 0;"/> | | | |

SPECIFICATIONS

GENERAL: The intent of this proposal is to establish prices. 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.

| MINIMUM SPECIFICATIONS: As a minimum (any non-compliance must be marked "NO") each item shall be equipped with, and all components bid must be compatible and upon installation create a fully functional piece of equipment. | Comply Meet Specifications | | Specify any Deviation from listed Specification (size, dimensions, color, brand, etc.) |
|--|----------------------------|----|--|
| | YES | NO | |
| 0003: SPREADER CABINET OR APPROVED EQUAL | | | |
| <p>2 ea SPREADER CABINET (MODEL No. 20 MC W, STAINLESS STEEL DOOR AND SIDES FREE STANDING OR IN BATTERY *MUST SPECIFY AT TIME OF ORDER*, WITH LEGS STANDARD OR APPROVED EQUAL) 2 ea 12"W X 20"D CUTOUT IN TOP</p> <p>State Brand and Item # Bidding:</p> <hr style="width: 40%; margin-left: 0;"/> | | | |
| 0004: FWH-1 FOOD WARMER & HOLDING STATION OR APPROVED EQUAL | | | |
| <p>1 ea FWH-1 Food Warmer & Holding Station, ceramic heating element with wire guard, radiant heat, includes; heat lamp, cord & plug, 12 x 20 x 2- 1/2" stainless steel cafeteria-style pan & screen (additional cabinet required), NSF, cULus</p> <p>1 ea 120v/60/1-ph, 6.3 amps, standard, for heat lamp</p> <p>2 ea 6" adjustable steel legs, std.</p> <p>2 ea 8 gallons per minute filter pump (systems only) Standard</p> <p>2 ea Fryer: Casters, standard</p> <p>2 ea Start-Up Program, included at Customer's request on all fryers with built-in filter</p> <p>1 ea Start-Up Program includes gas pressure check, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)</p> <p>STATE BRAND AND ITEM # BIDDING:</p> <hr style="width: 40%; margin-left: 0;"/> | | | |
| 0005: LABOR | | | |
| DISCONNECT, REMOVE, & DISPOSE OF EXISTING EQUIPMENT/INSTALL NEW EQUIPMENT | | | |

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

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Use of Funds.** THE CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

THE CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of THE CONTRACTOR in order to conduct audits or other investigations.

Records shall be maintained by THE CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their subconsultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.**
 - a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b) Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by THE CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to THE CONTRACTOR or third persons for the actions of THE CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by THE CONTRACTOR does not in any way establish an agency relationship between the United States and THE CONTRACTOR.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, THE CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - (i) A member of Congress or a representative of a committee of Congress;
 - (ii) An Inspector General;
 - (iii) The Government Accountability Office;
 - (iv) A Treasury employee responsible for contract or grant oversight or management;
 - (v) An authorized official of the Department of Justice or other law enforcement agency;
 - (vi) A court or grand jury; or
 - (vii) A management official or other employee of THE CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. THE CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:
- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
 - d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. THE CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. THE CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, THE CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

THE CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5*, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. THE CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

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.

- a. THE CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

- b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, THE CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

23. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, THE CONTRACTOR is required to verify that none of THE CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

THE CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that THE CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

24. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

THE CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Procurement of Recovered Materials (2 C.F.R. 200.322)**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. **Surveillance Services or Equipment**. A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

27. **Domestic Preferences for Procurement**. As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give THE CONTRACTOR written notice specifying THE CONTRACTOR's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE CONTRACTOR.

Upon termination for cause or convenience, THE CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE CONTRACTOR's services.

29. **Remedies.** If any work performed by THE CONTRACTOR fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:

- (i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- (ii) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. **Copeland Anti-Kickback Act:**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lowertier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

- 32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.
- 33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.
- 34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

COMPLIANCE WITH THE CODE OF US TREASURY REGULATIONS

- A. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. At all times, the Sub recipient shall remain an "independent contractor" with respect to the services to be performed under this Agreement. The City- Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.
- B. **Funds Availability:** It is expressly understood and agreed by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the US Treasury; that all monies to be distributed to the Sub recipient hereunder shall be exclusively from US Treasury funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Sub recipient under or in connection with this contract. Should the circumstances arise, at a minimum, the City-Parish will provide 60 days' notice prior to termination related to funds availability.
- C. **Hold Harmless:** The Sub recipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- D. **Workers' Compensation:** The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. **Insurance & Bonding:** The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Sub recipient shall comply with the bonding and insurance requirements for non-profits and educational institutions and governmental entities as specified in 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement.

The Sub recipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Sub recipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:

1. Workers' Compensation and Employers' Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers' Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers' Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge, hi such case a Waiver of Workers' Compensation must be signed and attached to this contract.
2. Commercial General Liability coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.

3. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all Owned, Hired and Non-Owned Automobiles. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event, shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub recipient** understands and agrees to the above Federal and Treasury regulations award provisions.

WITNESSES:

CONTRACTOR

By: _____
(Authorized Signature, printed name)

Date: _____

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.