

Office of the Mayor-President Purchasing Division City of Baton Rouge Parish of East Baton Rouge 222 St. Louis St. 8th Floor Room 826 P.O.Box 1471 Baton Rouge, Louisiana 70821 225-389-3259 FAX 225-389-4841 purchasinginfo@brgov.com

Paul Narcisse Director of Purchasing

ADDENDUM NO. 1 November 1, 2023

Your reference is directed to: File Number: 23-05488

Solicitation Number: A23-5488 OEM SRP & MAS for Airport Generators

Scheduled to open: November 2, 2023 at 11:00 am CST

The following changes are to be made to the referenced solicitation:

The bid opening has been changed from **November 2**, **2023 at 11:00 am CST** to **November 9**, **2023 at 11:00 am CST**.

The following Questions & Answers will be made part of the above referenced solicitation.

Airport Security Clearance Specifications have been added to page 18. See revised page 18.

This addendum is hereby officially made a part of the referenced solicitation and should be attached to the bidder's proposal or otherwise acknowledged therein.

If you have already submitted your proposal and this addendum causes you to revise your original bid, please indicate changes herein and return to Purchasing prior to bid opening in an envelope marked with the file number, bid opening date, and time. If this addendum does not cause you to revise your bid, please acknowledge receipt of the addendum by signing your name and company below and returning it in accordance with the provisions above.

cc: Bid File 23-05488

miduvall@brla.gov 225-389-3259 x 3272

Signature

Date

Company

A23-5488 OEM SRP & MAS for Airport Generators

Addendum No. 1 – Questions & Answers

<u>Question 1</u>: Please advise regarding the terms and conditions of Invitation To Bid A23-5488 if the following, or similar, waiver of consequential damages and limitation of liability provisions can be added below:

"In no event shall a party to this Contract be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Contract, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital."

- <u>Answer 1</u>: 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.
- <u>Question 2</u>: Please advise regarding the terms and conditions of Invitation To Bid A23-5488 if the following, or similar, waiver of consequential damages and limitation of liability provisions can be added below:

"Notwithstanding any other provision hereof to the contrary, Contractor's total, cumulative liability arising out of or related to the performance or non-performance of this Contract shall be limited to, the cost of actual repairs to the Generator being serviced as reasonably determined by Contractor, or the Fair Market Value of the Generator being serviced at time of claim, whichever is less."

- <u>Answer 2</u>: 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.
- Question 3: The bid sheet list one line item for level 2 inspections. Level 2 work includes changing oil, oil filters, and fuel filter, As you are aware the list of generators range from 100kw to 2000kw. The cost of these level 2 inspections will be vastly different for the 100kw vs the 2000kw due to the quantity of oil in the engine and the quantity of filters on the engine. Should we add up the cost of all 6 generators and then take the average of this sum to plug into the price sheet?
- <u>Answer 3</u>: However each vendor arrives at their price, we are requiring one set price for each service. See revised pages 19-20.
- Question 4: The price sheet has an estimated quantity of 15 level 1 inspections and 5 level 2 inspections. Since the Airport have 6 generators it seems like we should be quoting 18 level 1 inspections and 6 level 2 inspections. Please confirm.

<u>Answer 4</u>: You are correct, the number should be 18 level 1 and 6 level 2 services as we now have 6 generators under this agreement.

SPECIFICATIONS (Continued)

Level 2 Inspection: (to be performed 1 time per year)

The Level Two inspection INCLUDES all of the Level Once service, along with the additional services:

- Generator Enclosure: inspect for damage, etc.
- Replace oil.
- Replace oil filters.
- Replace fuel filters.
- Inspect air filters, if replacement is necessary, filters will be quoted at an additional cost.
- Submit a written report of the entire inspection, with recommendations for an additional parts/repairs that may be required.
- Perform fuel and oil testing

Fuel Polishing Service:

At the request of the Airport's representative, the vendor shall perform a complete fuel polishing on whichever generator is specified. This service shall be performed on a "per gallon" price basis.

<u>SECURITY</u>: The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to security at Baton Rouge Metro Airport. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination. All personal packages brought onto and/or removed from Airport property may be subject to inspection by a Police Officer. Firearms and/or explosives shall NOT be brought onto the Airport's property. **VIOLATORS WILL BE PROSECUTED.**

Anyone performing work at the Airport must undergo a TSA / FBI security & background check. All employees performing work (INCLUDING OWNERS, CORPORATE STAFF, ETC. PERFORMING REQUIRED INSPECTIONS) at the Airport shall have in their possession a valid Airport ID badge. The contractor shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting (\$50), training, renewal fee (\$30), badges (\$30) to access the restricted areas of the Airport including the Security Identification Display Area (SIDA). Identification badges issued by the Airport must be visibly worn at all times while in the project all Airport ID badges must be returned to the Airport Police Department. If a security badge is not returned or lost it is an automatic \$250.00 charge.

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

PROPOSAL FORM

All items must be bid, A blank space, Zero, or NA may cause your bid to be deemed non-responsive:

Zero (0), N/A or a blank space on the Schedule of Bid Items page may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, please write that in the Unit price column.

NOTE: All Agency-supplied values are estimates only; actual utilization may vary

The vendor with the LOWEST weighted award will receive contract award. For Items 0005-0008, a number (without decimal) from 0 to 100 must be entered (0% = 0, 10% = 10, 25% = 25, 33% = 33, ...100% = 100). All prices bid must be inclusive of all charges.

Original Equipment Manufacturer Standard Replacement Parts (OEM SRP) and Manufacturer Authorized Service (MAS) for Airport Generators										
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	AGENCY ASSIGNED WEIGHT	UNIT PRICE	WEIGHTED AWARD				
0001	LEVEL 1 inspection	18	PER SERVICE	60%	\$ Per Service	\$				
0002	LEVEL 2 inspection	6	PER SERVICE	60%	\$ Per Service	\$				
0003	Repair labor rate within normal business hours; 8:00am – 5:00pm (Response time shall be within two (2) hours)	200	PER HOUR	60%	\$ Per Hour	\$				
0004	Repair labor rate before or after hours. (Response time shall be within two (2) hours)	75	PER HOUR	60%	\$ Per Hour	\$				
0005	OEM SRP discount for GENERAC GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	PRICE LIST USED & DATE OF ISSUE	40%	% Percentage Discount	\$				
0006	OEM SRP discount for KOHLER GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	PRICE LIST USED & DATE OF ISSUE	40%	% Percentage Discount	\$				
0007	OEM SRP discount for MTU GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	PRICE LIST USED & DATE OF ISSUE	40%	% Percentage Discount	\$				
0008	OEM SRP discount for CUMMINS/ONAN GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	PRICE LIST USED & DATE OF ISSUE	40%	% Percentage Discount	\$				
0009	Fuel Polishing Service	11,500	PER GALLON	60%	\$ Per Gallon	\$				
TOTAL (Lowest total weighted award will receive contract award)										

Page 19 (revised)

EXAMPLE AWARD MATRIX

Agency Estimated *** Values: (A1) Generac Generators Parts Purchases (Estimated)					\$5,000					
(A2) Kohler Generators Parts Purchases (Estimated)					\$5,000					
(A3) MTU Generators Parts Purchases (Estimated)										
(A4) Cummins/Onan Generators Parts Purchases)										
(a) Parts Weighting										
(b) Labor Weighting										
(c) Hours for work performed within normal business hours; 8:00am – 5:00pm (Response time shall be within two (2) hours)										
(d) Hours for work performed before or after hours. (Response time shall be within two (2) hours)										
(e) Number of LEVEL 1 inspection										
(f) Number of LEVEL 2 inspection										
(g) Number of gallons for Fuel Polishing Service <u>Vendor Supplied Values:</u> (h) LEVEL 1 inspection (i) LEVEL 2 inspection										
(j) Repair labor rate within normal business hours; 8:00am – 5:00pm (Response time s	hall be within t	vo (2) hours)							
(k) Repair labor rate before or after hours. (Response time shall be wi	-		vo (2) nours)							
(I) Fuel Polishing Service		-,								
(m) OEM SRP with discount for GENERAC GENERATORS (n) OEM SRP with discount for KOHLER GENERATORS										
	SRP with discour									
(p) •=== (p) •===										
ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	AGENCY ASSIGNED WEIGHT	UNIT PRICE	WEIGHTED AWARD					
Generac Generators Parts Purchases (Estimated)	****	****	****	*****	\$5,000.00 (A1)					
Kohler Generators Parts Purchases (Estimated)	****	****	****	*****	\$5,000.00 (A2)					
MTU Generators Parts Purchases (Estimated)	****	****	****	****	\$5,000.00 (A3)					
Cummins/Onan Generators Parts Purchases (Estimated)	****	****	****	****	\$5,000.00 (A4)					
0001 LEVEL 1 inspection		Per Service	60% (b)	(a)						
	18 (e)		60% (b)	(g)	(B)					
0002 LEVEL 2 inspection	6 (f)	Per Service	60% (b)	(h)	(C)					
0003 Repair labor rate within normal business hours; 8:00am – 5:00pm (Response time shall be within two (2) hours)	(c) 200	Per Hour	(b) 60%	(i)	(D)					
0004 Repair labor rate before or after hours. (Response time shall be within two (2) hours)	(d) 75	Per Call Out	(b) 60%	(j)	(E)					
0005 Fuel Polishing Service	(g) 11,500	Per Gallon	(b) 60%	(I)	(F)					
OEM SRP discount for GENERAC GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	Each	(a) 40%	(m)	(G)					
0EM SRP discount for KOHLER GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	Each	(a) 40%	(n)	(H)					
0008 OEM SRP discount for MTU GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	Each	(a) 40%	(o)	(I)					
0EM SRP discount for CUMMINS/ONAN GENERATORS; any parts item with a net discount price in excess of \$5,000.00 is excluded	1	Each	(a) 40%	(p)	(J)					
Total Weighted Award:										
Matrix Calculations:										
$ \begin{array}{ll} (B) &= (b) \times (e) \times (g) \\ (C) &= (f) \times (b) \times (h) & (D) &= (c) \times (b) \times (i) \\ (E) &= (d) \times (b) \times (j) & (F) &= (g) \times (b) \times (l) \\ (G) &= (A1) \times (a) \times (m) & (H) &= (A2) \times (a) \times (n) \\ (l) &= (A3) \times (a) \times (o) & (J) &= (A4) \times (a) \times (p) \\ (K) &= (A1) + (A2) + (A3) + (A4) + (B) + (C) + (D) + (E) + (F) - (G) - (H) - (l) - (J) \end{array} $										
Vendor with the LOWEST weighted award (K) will receive contract award										

Page 20 (revised)