

INVITATION TO BID - ANNUAL CONTRACT

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, November 25, 2024, at the location shown below.

TITLE: A24-0602 Aqueous Fire Fighting Foam		RETURN BID TO: PURCHASING DIVISION					
FILE NO: 24-0602 AD DATES: 11/07/24 & 11/14/24		Mailing Address: PO Box 1471 Baton Rouge, LA 70821	Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802				
SHIP TO ADDRESS: City of Baton Rouge Fire Department		Contact Regarding Inquiries: Purchasing Analyst: Elizabeth Miller Telephone Number: 225-389-3259 x 3283 Email: ermiller@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 _____							
1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.							
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
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 proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specifications, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259
3. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
4. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. 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.

9. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
10. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
11. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
12. 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.
13. 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.
14. 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.
15. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
16. 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.
17. 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.
11. 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.
18. 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.
19. 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.
20. 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.

21. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
22. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
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. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. **Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. **Certification of no suspension or debarment.** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
 - a. 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 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. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.
33. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

MBE/SBE/WBE Initiative
Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships **(MBE/SBE/WBE)** participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>.

Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SMALL". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

ADDITIONAL REQUIREMENTS FOR THIS BID

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.

Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated. _

Cybersecurity Training Requirement: Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

Force Majeure: In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

**ADDITIONAL REQUIREMENTS FOR THIS BID
(continued)**

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

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.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires responsible and interested bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by November 15, 2024, 5:00 p.m. CST.

Inquiries and/or questions shall not be entertained thereafter.

Inquiries are to be directed as follows:

Elizabeth Miller
Email: ermiller@brla.gov

Specifications:

GENERAL: The intent of this proposal is to provide for the purchase and delivery of Aqueous Fire Fighting Foam (AFFF) as specified below. If bidding an equivalent, bidders should enclose with their bid two (2) copies of detailed manufacturers specifications on the product being bid including a complete list of any deviations from the specifications as listed below or shall provide within seven(7) days of request. The evaluation of the product 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.

ITEM NO. 0001 AQUEOUS FIRE FIGHTING FOAM

CHEMGUARD® NFF 3x3 UL201 3%x3% Non-Fluorinated Foam Concentrate or Equal

CHEMGUARD® NFF 3x3 UL201 is a 3%x3% Alcohol Resistant Non-Fluorinated Foam Concentrate that provides excellent fire and vapor suppression for Class B, polar solvent and hydrocarbon fuel fires. This synthetic foam concentrate is intended for forceful or gentle firefighting applications at 3% solution on hydrocarbon fuels and gentle firefighting applications at 3% solution on polar solvent fuels.

CHEMGUARD NFF 3x3 UL201 foam solution utilizes three suppression mechanisms intended for rapid fire knockdown and superior burnback resistance:

The foam blanket has extended drain times to help block oxygen to the fuel and suppress fuel vapor.

On polar solvent fires, liquid drains from the foam blanket and forms a polymeric membrane which protects the foam from destruction by the polar fuel, suppresses vapors, and seals the fuel surface.

The water content of the foam solution produces a cooling effect for additional fire suppression.

CHEMGUARD NFF 3x3 UL201 is defined as a non-fluorinated firefighting foam concentrate, produced in equipment free from the use of PFAS chemistry. Since this product is free from any intentionally added PFAS chemistry, and precautions have been used to avoid PFAS contamination, the concentrate inherently complies with Directives (EU) 2017/1000 on PFOA and 2019/1021 (EU POPs directive) as a non-fluorinated product.

Features

Designed in accordance with NFPA Standard 11 for Low-, Medium-, and High-Expansion Foam

UL162 listed as a synthetic alcohol resistant foam concentrate for use on hydrocarbon and polar solvent fuel fires

Passes UL162 type III test protocol on hydrocarbons at the same design application rate (0.10 gpm/ft² (4.1 Lpm/m²)) as traditional AR-AFFF products with similar control times – Recommended for use at 0.10 gpm/ft² (4.1 Lpm/m²) for spill fire applications

Effective control and suppression on hydrocarbon fuels n Superior drain times to high-quality AR-AFFFs, delivering a longer lasting foam blanket for better burnback resistance after the fire is suppressed.

Typical physiochemical properties

Appearance	Viscous yellow liquid
Density	1.04 + 0.02 g/ml
pH	7.0 - 8.0
Refractive Index	1.365 minimum
Viscosity*	1790 + 250 cPs at 60 rpm
Viscosity*	2900 + 500 cPs at 30 rpm
Freeze Point** 2	4 °F (-4 °C)
Storage and Operating Range	35 °F to 120 °F (2 °C to 49 °C)

*Brookfield Viscometer Spindle #4

**per new EN1568:2018 protocol

CHEMGUARD NFF 3x3 UL201 Foam Concentrate is a non-Newtonian fluid that is both pseudoplastic and thixotropic. Due to these properties, dynamic viscosity will decrease as shear increases.

Application Rates

Fuel Group	Concentration	Minimum Recommended Application Rate	
		gpm/ft2	(Lpm/m2)
Type III Application1 – UL Listed			
Hydrocarbons	3%	0.16	(6.5)
E15	3%	0.17	(6.9)
Type III Application2 – Third Party Witnessed			
Hydrocarbons	3%	0.10	(4.1)
Premium Gasoline	3%	0.16	(6.5)
Type II Application3 – UL Listed			
Hydrocarbons	3%	0.10	(4.1)
Alcohols	3%	0.17	(6.9)
Ethanol (EtOH)	3%	0.10	(4.1)
Ketones	3%	0.17	(6.9)
E85	3%	0.15	(6.1)

(1) TYPE III DISCHARGE OUTLET – A device that delivers the foam directly onto the burning liquid as described in UL-162.

(2) NFPA 11 allows a design rate of 0.10 gpm/ft2 (4.1 Lpm/m2) for spill fire applications. This product has been tested in accordance with UL 162 for use at this application rate.

(3) TYPE II DISCHARGE OUTLET – A device that delivers foam onto the burning liquid and partially submerges the foam or produces restricted agitation of the surface as described in UL-162.

Foaming Properties: CHEMGUARD® NFF 3x3 UL201 Foam Concentrate may be effectively applied using most conventional foam discharge equipment at the correct dilution with fresh, salt, or hard water.

TYPICAL FOAM CHARACTERISTICS*

Water	Fresh	Salt
Proportioning Rate	3%	3%
Expansion Ratio >	7:1 >	6:1
25% Drain Time (min: sec) >	40:00 >	35:00
50% Drain Time (min: sec) >	60:00 >	50:00

*per EN 1568-3: 2008 protocol

Proportioning The recommended operational temperature range for CHEMGUARD NFF 3x3 UL201 Foam Concentrate is 35 °F to 120 °F (2 °C to 49 °C) per UL162. This foam concentrate can be correctly proportioned using most conventional, properly calibrated, in-line proportioning equipment such as:

- Balanced and in-line balanced pressure pump proportioners
- Balanced pressure bladder tanks and ratio flow controllers
- Around-the-pump type proportioners n Fixed or portable in-line venturi type proportioners
- Handline nozzles with fixed eductor/pick-up tubes **Design Information:** Cannot be used in sub-surface applications with polar solvent type fuels.

Storage and Handling CHEMGUARD NFF 3x3 UL201 Foam Concentrate should be stored in the original supplied package (HDPE totes, drums, or pails) or in the recommended foam system equipment as outlined in Johnson Controls Technical Bulletin Storage of Foam Concentrates. The concentrate should be maintained within the recommended operational temperature range. Freezing of the product should be avoided.

Factors affecting the foam concentrate’s long-term effectiveness include temperature exposure and cycling, storage container characteristics, air exposure, evaporation, dilution, and contamination. The effective life of CHEMGUARD NFF 3x3 UL201 can be maximized through optimal storage conditions and proper handling. CHEMGUARD foam concentrates have demonstrated effective firefighting performance with contents stored in the original package under proper conditions for more than 10 years.

This product should not be mixed with other types of foam concentrates or other manufacturer's foam concentrates under any circumstances. The use of multiple, separately applied finished foam products for incident response is appropriate.

Inspection CHEMGUARD NFF 3x3 UL201 Foam Concentrate should be inspected periodically in accordance with NFPA 11, EN 13565-2, or other relevant standard. A representative concentrate sample should be sent to Johnson Controls Foam Analytical Services or other qualified laboratory for quality analysis per the applicable standard. An annual inspection and sample analysis is typically sufficient, unless the product has been exposed to unusual conditions.

Ordering Information

Part No.	Description	Shipping Weight
Pails 453050	5 gal (19 L)	45 lb (20.4 kg)

ITEM NO. 0002: AQUEOUS FIRE FIGHTING FOAM

To be used Class A Plus Chemguard or equal

CHEMGUARD CLASS A PLUS foam concentrate is a low-, medium-, and high-expansion Class A fire control foam concentrate formulated from specialty hydrocarbon surfactants, stabilizers, and solvents. CLASS A PLUS foam solution is effective on many deep-seated Class A fires such as tire, paper, coal, and structure fires.

CLASS A PLUS foam concentrate can be proportioned from 0.1% to 1.0% in fresh, brackish, or sea water. Because of the extremely low proportioning rate, the foam concentrate offers outstanding economy in concentrate storage space, cost (compared to conventional 3% and 6% foam agents), and product transport requirements. For example, a 5-gal (19 L) pail of foam concentrate produces 500 gal (1,893 L) of fire control foam solution at 1% concentration and produces 5,000 gal (18,927 L) of foam solution at 0.1% concentration.

Fire suppression mechanisms and characteristics in effect when using CLASS A PLUS foam concentrate include:

Reduction of the surface tension of water, which provides superior wetting and char penetrating characteristics. This enhancement helps reduce combustibility of Class A fuels and control deep seated fires.

Extended drain time which increases the duration of surface wetting, reducing the risk of ignition/re-ignition.

Creation of a dense foam blanket which provides an insulating barrier between the fuel and air.

Suppression of combustible vapors while cooling the fuel.

Formation of a brilliant white foam that reflects heat.

High viscosity which allows the foam to cling to vertical surfaces for increased protection.

TYPICAL PHYSIOCHEMICAL PROPERTIES AT 77 °F (25 °C)

Appearance	Pale amber liquid
Density	1.01 ± 0.01 g/ml
pH	7.0 – 8.0
Refractive Index	1.3700 minimum
Storage and Operating Range	32 °F to 120 °F (0 °C to 49 °C)
Surface Tension	
Water	66 to 76 dynes/cm
0.3% Solution	25.5 dynes/cm
0.5% Solution	26.1 dynes/cm
0.7% Solution	24.5 dynes/cm
1.0% Solution	24.8 dynes/cm

Features

Designed for fire suppression of Class A fuel fires

Effective application with aspirating and non-aspirating discharge devices, compressed air foam systems (CAFS), or dropped from rotary wing aircraft

Application CLASS A PLUS foam concentrate is designed for fire suppression use on Class A fuel fires including wood, paper, coal, and rubber fires. Although designed for Class A fires, the foam solution may be effective on some, contained Class B flammable liquid fires in emergency response situations when applied by portable medium- or high-expansion devices.

CLASS A PLUS foam concentrate can be used with aspirating and non-aspirating discharge devices, compressed air foam systems (CAFS), or dropped from rotary wing aircraft. Applicable suppression mechanisms and some foam solution properties may vary with the type of foam delivery device used

Proportioning

The recommended operational temperature range for CLASS A PLUS foam concentrate is 32 °F to 120 °F (0 °C to 49 °C). It can be correctly proportioned using most conventional, properly calibrated, proportioning equipment such as:

- Direct injection
- Compressed air foam systems (CAFS)
- Around-the-pump type proportioners
- Fixed or portable in-line venturi type proportioners
- Handline nozzles with fixed eductor/pick-up tubes

At a given proportioning rate, the foam expansion may vary with the type of discharge device used.

For immediate use: The concentrate may be diluted with fresh or sea water for use as a pre-mix solution.

For delayed use: Long-term storage as a pre-mix solution is not recommended.

TYPICAL PROPORTIONING RATES FOR COMMON APPLICATIONS:

<u>Application</u>	<u>Rate</u>
Rotary Wing Aircraft	0.3% to 0.5%
Air Aspirating Devices	0.3% to 0.5%
Non-Air Aspirating Devices	0.3% to 0.6%
Compressed Air Foam Systems (CAFS)	0.1% to 0.3%
Low-/Medium-Expansion Handlines	0.3% to 1.0%

Storage and Handling

CLASS A PLUS foam concentrate should be stored in the original supplied package (HDPE pails, drums, or totes) or in the equipment recommended by the manufacturer as part of the foam system. The product should be maintained within the recommended temperature range. If the concentrate freezes during transport or storage, full product serviceability can be restored upon thaw with gentle re-mixing.

Factors affecting foam concentrate's long-term effectiveness include temperature exposure and cycling, storage container characteristics, air exposure, evaporation, dilution, and contamination. The effective life of CLASS A PLUS foam concentrate can be maximized through optimal storage conditions and proper handling. CHEMGUARD concentrates have demonstrated effective firefighting performance with contents stored in the original package under proper conditions for more than 10 years.

Consult with Johnson Controls Technical Services before mixing CLASS A PLUS foam concentrate with other Class A foam products. Different types of foam concentrates (i.e. AFFFs and Class A) should not be mixed together under any circumstance.

Materials of Construction Compatibility

Refer to Johnson Controls Technical Bulletin Acceptable Materials of Construction for recommendations and guidance regarding compatibility of CLASS A PLUS foam concentrate with common materials of construction in the firefighting foam industry.

Ordering Information

CLASS A PLUS foam concentrate is available in pails, drums, totes, or bulk shipment.

Part No.	Description	Shipping Weight
Pails 770169	5 gal (19 L)	45 lb (20.4 kg)

Schedule of Bid Items

(All Items Must Be Bid)

All items must be bid. A blank, zero or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL
0001	AQUEOUS FIRE FIGHTING FOAM CHEMGUARD® NFF 3x3 UL201 3% x 3% Non-Fluorinated Foam Concentrate Or Approved Equal See Specification Brand of Product Bid _____	200	5 Gallon pails	\$ _____	\$ _____
0002	AQUEOUS FIRE FIGHTING FOAM To be used Chemguard Class A Plus or Approved Equal See Specification Brand of Product Bid _____	400	5 Gallon pails	\$ _____	\$ _____

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

DEVIATION

Page 1 of 1

GENERAL: The intent of this proposal is to establish prices for all items. The evaluation of the services 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		Specify any Deviation from listed Specification (size, dimensions, color, brand, etc.)
		YES	NO	
0001	AQUEOUS FIRE FIGHTING FOAM CHEMGUARD® NFF 3x3 UL201 3%x3% Non-Fluorinated Foam Concentrate Or Approved Equal See Specification Brand of Product Bid _____			
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		Specify any Deviation from listed Specification (size, dimensions, color, brand, etc.)
		YES	NO	
0002	AQUEOUS FIRE FIGHTING FOAM To be used Chemguard Class A Plus or Approved Equal. See Specification Brand of Product Bid _____			

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

AGREEMENT
(Sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

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

Annual Contract Number and Title _____

Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

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

WITNESS:

Contractor

By _____

(Typed Name and Title)