

<b>INVITATION TO BID - ANNUAL CONTRACT</b>							
<b>SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, April 9, 2026 at the location shown below.</b>							
<b>TITLE:</b>  <b>A26-0285 TIRE SERVICES FOR CITY OF BATON ROUGE</b>	<b>RETURN BID TO:</b> <b>PURCHASING DIVISION</b>  <b><u>Physical Address:</u></b> <b>222 St. Louis Street</b> <b>8<sup>th</sup> Floor Room 826</b> <b>Baton Rouge, LA 70802</b>						
<b>FILE NO: 26-000285</b>  <b>AD DATES: 03/24/24 &amp; 03/31/24</b>	<b>**NOTE: U.S. Postal Regular &amp; Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing</b>						
<b>SHIP TO ADDRESS:</b>  <b>VARIOUS LOCATIONS</b>	<b>Contact Regarding Inquiries: Purchasing Analyst: Dexter Stewart</b> Telephone Number: <b>225-389-3259 x 3264</b> Email: <b><u>dsstewart@brla.gov</u></b>						
VENDOR NAME	MAILING ADDRESS						
REMIT TO ADDRESS	CITY, STATE, ZIP						
TELEPHONE NO.	E-MAIL						
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE						
AUTHORIZED SIGNATURE (Required)	PRINTED NAME						
<b>TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE</b>							
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							
	Date:	N	Date:		N	Date:	
	Date:	N	Date:		N	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 inquiry 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. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259. The City will not accept fax proposals or proposals sent via email. All faxed or emailed proposals shall be rejected.
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 a 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.
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, 8<sup>th</sup> 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. Bid forms and submissions must be downloaded and submitted through the [www.centralbidding.com](http://www.centralbidding.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, 8<sup>th</sup> 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.
18. 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.
19. 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.
20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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. Bid tabulations may be accessed at: <https://city.brla.gov/dept/purchase/bidresults.asp>

32. 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.

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.

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, 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 results, after the bids have been 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://wwwprd1.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 "Smalle". 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.mbd.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.

## 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** (even if an answer has already been given to an oral question during the pre-bid conference or job site visits.) Inquiries are to be directed as follows:

**Hand Delivered or by Courier**

Dexter Stewart  
City-Parish Purchasing Department  
222 Street Louis Street, Room 826  
Baton Rouge, LA 70802

**By email: [dsstewart@brla.gov](mailto:dsstewart@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 April 3, 2026.**

**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.**

**NOTE: The only vendor information shared at the bid opening will be the reading of the names of those vendors who submitted bids.**

# SPECIFICATIONS

**A. General:** The intent of this Specification for Bids is to provide for the specific tire services as specified below that may be required by fleet vehicles owned or leased by the City-Parish. The evaluation of the products to be offered, determination of the lowest responsive and responsible bidder shall be within the sole judgment of the City-Parish's Purchasing Department after consulting with the Fleet Management Department.

For purposes of this Specification, it is understood that the terms of this Specification shall be used in the Contract to be entered between one or more winning bidder(s) and the City-Parish. Words, phrases, and terms that may require to be more specifically defined, are in bold and italics when first subsequent used, and can be found with the definition to be used for purposes of this Specification and Contract under the attached **ATTACHMENT A** entitled **DEFINITIONS** which is attached and considered a part of this Contract.

This contract may be amended from time to time in writing and by agreement of the parties in order to clarify the contract terms or to add necessary provisions not contained herein.

**B. Vendor Qualifications:** The **Vendor** shall be qualified and equipped to perform all tire services for which this Contract indicates may be required. This includes, but is not limited to the following:

1. The owner/operator or manager of the tire service business must have a minimum of five years of ownership/operations or managing at a senior level.
2. Vendor shall have available for immediate use at least two mobile service vehicles, equipped with an air compressor, parts, supplies, tools and equipment necessary for repairing or replacing tires at designated locations or roadside. This shall include ANSI/OSHA approved roadside safety lighting and warning devices for use while providing services.
3. Vendor shall have the ability to be reached by telephone 24 hours a day, 7 days a week for the term of this contract. Telephone calls that are not answered at the time the call is made shall be returned within 15 minutes. The City-Parish shall be notified of all methods utilized to ensure Vendor is able to comply with this requirement. This may include an alternate telephone number, voicemail, pager, answering service, email address or other service.
4. Vendor shall employ and utilize service technicians with a minimum of three years of experience in performing tire services. Service Technicians providing services must wear ANSI/OSHA approved safety apparel.
5. Be registered and maintain their eligibility to contract with City-Parish through the City-Parish Vendor Self-Service system (VSS). Failure to maintain your eligibility to contract with the City-Parish will immediately terminate any contract between the Vendor and the City-Parish.
6. In addition to the information provided to the City-Parish VVS, If a PO Box is used as the business address, Vendor shall provide a physical address for the business or their home address
7. Vendor shall provide all labor, equipment, tools, transportation, instruction and supervision to provide the services outlined herein.
8. Vendor shall ensure performance of the services outlined herein in accordance with prevailing industry standards and to exceed those standards when this contract specifically specifies the same.
9. Vendor shall be at all times an independent contractor of the City-Parish and shall be considered the employer of anyone performing services on Vendor's behalf pursuant to this contract.

- C. Availability of Vendor:** Vendor acknowledges that the City-Parish has a Fleet Management Department that provides Tire Services to the City-Parish. The tire services to be provided pursuant to this Contract are to supplement the services provided by the City-Parish. These supplemental services are required on an “as-needed” basis and may be **standard, emergency and/or afterhours “on call” services** and require that a service technician and mobile response vehicle be available twenty-four hours per day, seven (7) days per week.
- D. Request for Service:** Vendor shall respond only to a request for services from an **authorized person**. Fleet Management will provide a list of authorized persons with their contact information to the Vendor upon execution of the contract and throughout the life of the contract when there is a change in the designation of an authorized person or their contact information. If Vendor is contacted for services by another person or entity, Vendor shall confirm their ability to provide services under this contract from Fleet Management by contacting the person(s) designated by Fleet Management to provide authorization for services.
- E. Information to be obtained and/or provided:** A Service Ticket should be maintained for each service call and for each unit serviced pursuant to the service call.
1. The following information should be provided by the City-Parish on a Service Ticket to be forwarded to the Vendor. For after hours services this may not be possible. If not provided, the service technician shall be responsible for obtaining and providing to the City-Parish on a Service Ticket:
    - a. The full name, department, and telephone number of the person calling for services.
    - b. The services being requested or issue experienced by the vehicle.
    - c. Type of vehicle. Make, model, description or use. Example: Ford Explorer Police Unit; GMC XXX EMS Ambulance; Case Tractor used to mow grass.
    - d. Whether the services are a standard service that may be scheduled, an emergency service, and/or initiated afterhours.
    - e. On call site or location or of vehicle at the time services are to be provided. If emergency roadside service is requested, provide an exact location or nearest intersection. If the vehicle is off road, such as a Mower, describe how far off road and if additional assistance is needed to access or service vehicle.
    - f. If different from the person calling for services, the name of the person, department and telephone number, who will be on-site when services are to be provided.
  2. Upon completion of the services, the service technician shall provide a detailed description of the services provided, including the following:
    - a. Time of arrival on-site.
    - b. The location of the tire serviced (FL, RR, etc).
    - c. Tire sizes, ratings and manufacturer of new tire if replaced.
    - d. Other parts or materials used to provide service by quantity, name and part number, and manufacturer.
    - e. Source of the tire(s), parts, and materials used.
    - f. Indication of whether tire services were completed so that vehicle can be placed back into service.
    - g. Indicate if additional tire services are necessary to be scheduled within the next month, the type of service and when required.

- h. Time services were completed.
- i. Obtain the signature of the City-Parish representative on-site.
- j. His or her name and signature.
- k. Transmit the service ticket to Fleet Management by email to [amcnicoll@brla.gov](mailto:amcnicoll@brla.gov) within 24-48 hours of the completion of the service.

**F. Response Time:** The mobile repair technician and emergency response vehicle shall be on-site at the designated time for **standard services** within two (2) hours of a request for **afterhours** or **emergency services** call from a person authorized by Fleet Management to obtain services on behalf of the City-Parish under this contract.

**G. Services to be Provided:** Allowable Services may include repair and replacement of tires and tubes on any vehicle or equipment listed on the **ATTACHMENT A** and said service shall be specifically provided as outlined below:

**1. Service Calls:** A request for tire service by an authorized person. Service calls shall be billable as a flat rate fee and shall include all labor, transportation expense (mileage), procurement of tires, and any other item necessary to perform the service requested. There are three classes of Service Calls. Only one Service Call shall be billed per request for services.

- a. **Standard Service Call Fee** – This fee shall represent any call to the Vendor that is made. Standard Service shall be provided within 3 hours of the request for services or at the time scheduled to be performed.
- b. **Emergency Service Call** – This fee shall represent any call to the Vendor that is made for services to be provided and requires a response time of the mobile repair unit to be on site within 1 hour of the call for services.
- c. **Afterhours Service Call** – This fee shall be billable for any call to the Vendor that is made for services to be provided after normal business hours (from 3:01 p.m. until 5:59 a.m. on any Monday through Friday, on Saturdays, Sundays and any City-Parish Scheduled Holiday) which also require the response time set out for the Emergency Service Call.

**2. Tire Services:** There are four **routine** tire services that may be provided under this contract and are specifically listed below. Any other services are not considered routine and shall require preapproval as outlined herein. The fees for the tire services shall be specified on the **ATTACHMENT B**.

- a. **Spare Tire Placement:** This service includes the following:
  - 1. Remove the tire/rim assembly from a vehicle.
  - 2. Retrieve the spare tire/rim assembly from the trunk, spare tire compartment, Central Garage or Vendor storage.
  - 3. Check pressure and/or inflate and pressurize spare tire to manufacturer's recommended level.
  - 4. Place the spare tire/rim assembly on the vehicle.
  - 5. Place the removed tire/rim assembly in the trunk, spare tire compartment, or return to Central Garage.
  - 6. If there are no issues with the spare tire, complete the Service Ticket.

- b. Deflated Tire Repair:** This service includes the following:
1. Inspection of tire condition to determine if it is repairable. If the tire is not repairable, an explanation of the reason shall be provided on the Service Ticket. Proceed to Spare Placement or Tire Replacement.
  2. Determine if the tire is deflated or a flat tire.
  3. Inflate and pressurize tire to manufacturer's recommended level.
  4. Ensure tire is able to maintain pressure. If tire is not able to maintain pressure, proceed to Flat Tire Repair.
  5. If tire maintains pressure, complete the Service Ticket.
- c. Flat Tire Repair:** There shall be one Repair Service fee for a tire whether it is a tubeless or a tubular tire. This service includes the following:
1. Inspection of tire or tire/tube condition to determine if it is repairable. If the tire is not repairable, an explanation of the reason shall be provided on the Service Ticket. Proceed to Spare Placement or Tire/Tube Replacement.
  2. Remove the tire/rim assembly from vehicle.
  3. If not readily apparent, determine cause of flat tire.
  4. Remove tire from rim assembly if required.
  5. Inspect, clean, and prepare tire casing for repair.
  6. Apply patch and curing consistent with current safety standards.
  7. Replace or repair tube if required
  8. Install new valve stems if required.
  9. Lubricate rim and tire bead.
  10. Remount tire onto rim.
  11. Inflate and pressurize tire/tube to manufacturer's recommended level.
  12. Balance tires.
  13. Install tire/rim assembly onto vehicle.
  14. Torque and sequence wheel lug nuts according to manufacturer's recommendations. Replace lug nuts when necessary.
  15. Ensure tire is able to maintain pressure. If tire is not able to maintain pressure, inspect repaired tire for additional repair.
  16. If after repeated repair the tire does not maintain pressure, the tire is deemed unrepairable and you may proceed to D. Tire Replacement Service.
  17. If tire maintains pressure, complete the Service Ticket.
- d. Tire Replacement Service:** This service shall be provided once a tire and/or tube is deemed to be unrepairable. There shall be one Replacement Service fee for a tire whether it is a tubeless or a tubular tire. A tube replacement only shall be deemed part of a repair. The service shall include the following:
1. Sourcing tire and tube as provided herein.
  2. Transportation of tire and tube to service location or site.
  3. Remove the tire/rim assembly from vehicle.
  4. Remove tire or tire and tube from rim assembly.
  5. Inspect, clean, and prepare the wheel/rim for new tire.
  6. Inspect new tire and tube for defects or damage.
  7. Install new valve stems.
  8. Lubricate rim and tire bead.

9. Mount tire onto wheel/rim.
10. Inflate and tire/tube to manufacturer's recommended psi pressure.
11. Balance tires.
12. Install tire/rim assembly onto vehicle.
13. Torque and sequence wheel lug nuts according to manufacturer's recommendations.
14. Replace lug nuts when necessary.
15. Ensure tire is able to maintain pressure. If tire is not able to maintain pressure, inspect tire for issue.
16. Once tire maintains pressure, complete the Service Ticket.

**e. Disposal Fees:** A flat fee for the disposal of tires and tubes is allowed. Disposal Services must comply with Louisiana's DOTD standards for disposal of tires and tubes.

**f. Other Tire Services:** The following services may be required on occasion. These services shall not be provided as emergency services and shall be pre-authorized by an authorized person.

1. Rotating of tires;
2. Removing tires from a rim/wheel assembly to be placed on a different rim/wheel assembly;
3. Removing a rim/wheel assembly from a vehicle to be placed on a different vehicle;
4. Balancing of tires;
5. Torquing or tightening of lug nuts;
6. Removing or replacing lug nuts;
7. Inspections for tire defects or advanced wear and tear;
8. Radiator Flush-out service, "blow-out" service;
9. Rim straightening
10. Mileage for any service being provided outside of East Baton Rouge Parish.

**3. Services and materials necessary to perform contractual duties:** The following services may be necessary in order to perform the Vendor duties under this contract. Although necessary, these services are not billable to the City-Parish.

- a. Sourcing, obtaining and maintaining the required mobile service vehicles, equipment, tools, tires, parts, materials and "**shop supplies**" necessary to provide services pursuant to this contract. Transportation or mileage fees to the locations within East Baton Rouge Parish where the services are to be provided or to obtain the necessary parts and equipment, if not on hand, to provide the services under this contract.
- b. Preparation of and retention of Invoices and supporting documentation for the period of time for which this contract is in full force and effect and/or enforceable under contract law.

- 4. Prohibited Services, Tires and Parts:** The following services, tires, tubes and parts are **not allowed** to be used when providing tire services to any City-Parish vehicles.
- a. Used tires, tubes, or parts on a City-Parish vehicle.
  - b. Defective or damaged tires, tubes, or parts.
  - c. Tires, tubes, parts and supplies used individually, or in combination to perform a repair, will not meet or exceed the vehicle's OEM parts or equipment specifications.
  - d. Using Plugs and fill sealant for a repair or to maintain tire pressure.

**H. Procurement of Tires, Tubes, Parts And Materials.** Vendor shall provide all services and materials as set forth in this contract. Unless specifically provided for herein, the City-Parish shall provide all tires and the other parts necessary to perform the services contracted for herein. This shall include supplying all tires, tubes, wheels, rims, non-standard valve stems, and non-standard lug nuts. Vendor shall contact Fleet Management to arrange for the pick-up of tires and other parts prior to responding to a roadside service call.

For afterhours service calls, should Vendor be unable to contact Fleet Management, Vendor shall obtain the tires and other parts from one of the City-Parish's approved tire and supply Vendors listed on the **ATTACHMENT D**. Fleet Management shall arrange for Vendor to provide a copy of the Service Ticket to the Tire & Parts Vendor in order to Invoice the City-Parish directly for the costs pursuant to their contract. In the event all vendors are unable to provide the tires or parts necessary to complete the services, Vendor may supply the tire or parts.

As part of this Bid, Vendor shall provide a listing of the Manufacturer's Suggested Retail Price of all tires and parts along with the percentage discount off of the published MSRP the Vendor shall extend to the City-Parish.

**I. "On-site" or Service Location.** Services shall be provided by the Vendor at a location within East Baton Rouge Parish. Transportation, mileage, and travel time to any location where services are being provided or tires and parts are being sourced are included in the Service Call Fees set out on the **ATTACHMENT B**.

Scheduled and Emergency services may be provided at the City-Parish Central Garage, other City-Parish lots, or any location designated for a City-Parish vehicle to be parked or garaged. Emergency and afterhours services may also be provided at any location within East Baton Rouge Parish where a City-Parish vehicle may become disabled due to a tire or other issue.

Disabled vehicles may be serviced **roadside**. For disabled vehicles located roadside on an interstate, highway, or other high traffic area, an effort should be made to move the vehicle to a secondary road, parking lot, or other safer area to reduce the risk of harm to the vehicle occupants, service technician, and their vehicles. When City-Parish vehicles are being serviced roadside, service warning lights and road markers shall be utilized to alert other drivers to the hazard and direct traffic away from service technician, the immediate service location and the disabled vehicle.

Any request for services or procurement of tires and other parts outside of East Baton Rouge Parish requires the preapproval of the Fleet Management Director or Business Manager. In addition to the applicable service fees, mileage is allowed at the current Louisiana Mileage Reimbursement Rate set by the U.S. General Services Administration which can be found at [gsa.gov/travel/plan-a-trip/transportation-airfare-rates-pov-rates-etc](http://gsa.gov/travel/plan-a-trip/transportation-airfare-rates-pov-rates-etc). Requests for reimbursement of mileage shall include the starting and ending odometer readings, a service location, and have documentation of the prior authorization as set forth herein.

**J. Invoicing:** All billable services shall be submitted to Fleet Management on the Invoicing Form provided or a similar form with identical fields for the information required to be submitted. Invoices must be separated by Unit Number and include the following:

1. Type of service call and time of call.
2. The full name, department, and telephone number of the person requesting or calling for services.
3. Type of vehicle by make, model, description or use.
4. Service Location.
5. Time of arrival on-site and time of completion.
6. The location of the tire serviced (FL, RR, etc).
7. Tire, tube, parts and materials by quantity, name, part or model number, and manufacturer.
8. Source of the tire, tubes, parts, and materials used.
9. Costs for Tire, tube, parts and materials used shall be pursuant to the previously supplied price lists, agreed upon prices or amounts up to a pre-approved amount for "other services."
10. Any discounts per contract or allowed by Vendor.
11. Reflect a total amount due.

All Original Invoices should be transmitted to Fleet Management by email to [amcnicholl@brla.gov](mailto:amcnicholl@brla.gov) or mailed to City of Baton Rouge, Fleet Management Department, ATTN: BUSINESS OFFICE, 333 Chippewa Street, Baton Rouge, LA 70805 on a bi-weekly basis.

All Invoices will be reviewed for compliance with the contract. Invoices that reflect services, tires, tubes, parts or materials not allowed or not in compliance will be corrected and returned to the Vendor to be resubmitted after correction.

NOTE: The contractual relationship between the City-Parish and Vendor shall be governed by the terms and conditions set forth in this contract and not by any Service Ticket, Estimate, Work Order, Purchase Order, Invoice or other method used for coordinating services or accounting purposes.

## ATTACHMENT A DEFINITIONS

**For the purposes of the Specifications any subsequent contract for Tire Services, the following terms and definitions shall apply.**

Afterhours	The period of time from 3:31 p.m. until 6:29 a.m. the following day on any Monday through Thursday; from 3:31 p.m. on Friday until 6:29 a.m. on Monday; and from 3:31 p.m. on the day prior to a scheduled holiday until 6:29 a.m. on the first work day following a holiday.
Afterhours Service Call	A call for tire services to be provided outside of normal business hours.
Authorized Person	City-Parish's Fleet Management Director or Business Manager; Central Garage Dispatcher or the On-Call night, weekend and holiday Dispatcher; and the 911 Operations Center Dispatcher for Baton Rouge Police, Fire Department, and Emergency Medical Service vehicles. <b>(how do airport and weekend public works issues get service?? Who else is authorized??)</b>
Disabled vehicle	A vehicle not able to be driven or used due to an issue with its tires, wheels, or rims.
Central Garage	Fleet Management Offices and the Central Garage are located at 333 Chippewa Street, Baton Rouge, Louisiana
City-Parish	The City of Baton Rouge, East Baton Rouge Parish consolidated government.
Emergency Service	When the vehicle needing services is <b>disabled</b> away from its <b>not in service</b> location; is at its <b>not in service</b> location but is required to be put into service; or is deemed by Fleet Management
Flat Tire	When a tire in repairable condition is unable to maintain the manufacturer's recommended air pressure. The reason for the inability to maintain air pressure could result from a puncture, sidewall damage, valve stem issues, bead leaks, wear and tear and vandalism.
Fleet Vehicle	A vehicle owned or leased by the City-Parish and is the responsibility of the City-Parish to service and maintain.
In service Vehicle	A vehicle that is currently used by a City-Parish employee to perform their job duties by providing transportation away from its not in service parking area or garage.
Invoice	A detailed written statement of services performed, parts or materials used to perform the service, parts or materials costs, service fees, labor costs with a subtotal, less discounts and total submitted for payment pursuant to this contract.
Mileage	The distance traveled by a vehicle recorded in increments of tenths of a mile. Mileage is only billable for services provided outside of East Baton Rouge.
Mileage Claim	A mileage claim is a request for payment for mileage accrued while traveling outside of East Baton Rouge Parish to provide tire services.
New Tire	A tire that has never been mounted on a rim for vehicle use.
Normal Business Hours	Monday through Friday between the hours of 6:00 a.m. and 3:00 p.m. that is not a scheduled holiday for the City-Parish. The holiday schedule is posted prior to the beginning of the calendar year on the City-Parish website. Vendor is responsible for obtaining the holiday schedule.
Not in service	A vehicle that is currently not being used by a department and is parked or garaged until placed in service.
Not in service Location	The location a vehicle that is currently not in service is designated to be parked or garaged until placed in service.
OEM	Original Equipment (or vehicle) Manufacturer
OEM Replacement Parts or	A tire, part or equipment that is sourced from the OEM or from a supplier of new tires or aftermarket replacement parts and equipment that meet or exceed the OEM's specifications for the vehicle, tire, part or equipment being replaced.

equipment	
On-Site	Being at the Service Location.
Repairable Tire	A tire is repairable when it is without significant damage or wear and tear.
Request for Tire Services	A call, email, or in person request for services to be provided pursuant to this contract. It should be accompanied by a Service Ticket as provided in the contract.
Routine Tire Service	There are four routine tire services pursuant to this contract. They include the Spare Tire Placement, Deflated Tire, Flat Tire and Replacement Tire Service. All other services are considered not "routine" and shall require pre-approval from Fleet Management.
Scheduled Service	A tire service that may be scheduled to be performed on a specified day, time and place. Scheduled Services should take place at the Central Garage, the parking or garage area for the department the unit belongs to or another location approved by Fleet Management.
Service Call	A request for tire services to be provided during normal business hours.
Service Location	The location where services are being provided.
Service Ticket	A written document generated by the City-Parish and accompanying a request for services. For emergency afterhours services, the Service Ticket may be generated by the Vendor who receives the information verbally from the dispatcher or person present on-site with the vehicle. The Service Ticket records the details of any request for service, issues experienced, services provided, including all inspections and reports required by this contract.
Shop Supplies	Shop supplies shall include, but are not limited to: oils, grease, glues, rubber cement, cleaning solutions, soap, shop towels, standard patches, standard valve stems, valve stem caps, standard lug nuts, etc.
Significant Damage	The following conditions constitute significant damage: Punctures greater than ¼ inch or 6 mm. Damage to the sidewall or shoulder of tire. Excessive wear with tread depth less than 75% of the legal limit for that tire rating. Damage to the bead. Tread separation. Driven while flat damage. Deteriorating rubber. Damage to steel belts. Bubbles or buldges.
Spare Tire	A tire that has been mounted on a rim for future vehicle use and stored in the vehicle's trunk, spare tire compartment, at Central Garage or with the Vendor to be used to provide Tire Services pursuant to this contract.
Standard Valve Stem	A valve stem used on passenger vehicles, light truck, or trailer to fill a .453" or .625" diameter hole in the rim, has an effective length from 7/8" to 2-1/2" and for which the tire can be filled to a maximum air pressure of 65 psi.
Used Tire	A tire that has been mounted on a rim for vehicle use and mobilized.
Vehicle	Include passenger vehicles, light trucks, heavy duty trucks, trailers, tractors and other off-road equipment used by the City-Parish to transport employees in the performance of their work duties, for the Police Department, Fire Department, Emergency Medical Services, Airport Services, Public Works, including lawn and grounds maintenance.
Vendor	The person or company that will be contracted to provide the services, parts, supplies and labor required to perform services outlined in this contract.

## ATTACHMENT B SCHEDULE OF BID ITEMS

GROUP 1	SERVICE CALL FEES	A request to provide services at one service location. Each Service Call shall be ONE of the following. These fees are a flat rate, not an hourly rate, and are per location, not per unit serviced.			
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PRICE PER UNIT	UNIT PRICE	ESTIMATED ANNUAL TOTAL
0001	Standard Service Call – the standard fee for a call to Vendor to provide services under this contract during normal working hours. Service may be scheduled or provided within 3 hours of the call.	640	Per Call to Location	\$ _____	\$ _____
0002	Emergency Service Call – the fee for a call to Vendor to provide services under this contract to be performed as specified. Requires on-site response time within 1 hour of call.	80	Per Call to Location	\$ _____	\$ _____
0003	Afterhours Service Call – the fee for a call to Vendor to provide services under this contract that are an Emergency (requires within 1 hour response time) AND are required outside of normal working hours.	100	Per Call to Location	\$ _____	\$ _____

## ATTACHMENT B SCHEDULE OF BID ITEMS

<b>GROUP 2</b>	<b>ALLOWABLE TIRE SERVICES FEES</b>	These fees are a flat rate per tire, tire/tube combination or allowable service; NOT per call, unit, or per hour. More than one service may be billed per service call or unit. However, only one service is allowed per tire/tube.			
For all Class 1 vehicles – passenger vehicles, light trucks, SUV, light trailers, and light equipment as shown on ATTACHMENT C					
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PRICE PER UNIT	UNIT PRICE	ESTIMATED ANNUAL TOTAL
0004	Class 1 Spare Tire Placement	20	Per Tire	\$ _____	\$ _____
0005	Class 1 Deflated Tire Repair	30	Per Tire	\$ _____	\$ _____
0006	Class 1 Flat Tire/Tube Repair	150	Per Tire / Tube	\$ _____	\$ _____
0007	Class 1 Tire/Tube Replacement Service	200	Per Tire / Tube	\$ _____	\$ _____
For all Class 2 vehicles – Heavy, heavy trailers, and heavy equipment, tractors, and industrial equipment as shown on ATTACHMENT C					
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PRICE PER UNIT	UNIT PRICE	ESTIMATED ANNUAL TOTAL
0008	Class 2 Spare Tire Placement	10	Per Tire / Tube	\$ _____	\$ _____
0009	Class 2 Deflated Tire Repair	20	Per Tire / Tube	\$ _____	\$ _____
0010	Class 2 Flat Tire/Tube Repair	100	Per Tire / Tube	\$ _____	\$ _____
0011	Class 2 Tire/Tube Replacement Service	400	Per Tire / Tube	\$ _____	\$ _____
For all Class 3 vehicles – Heavy, heavy trailers, and heavy equipment, tractors, and industrial equipment as shown on ATTACHMENT C					
0012	Class 3 Spare Tire Placement	10	Per Tire / Tube	\$ _____	\$ _____
0013	Class 3 Deflated Tire Repair	10	Per Tire / Tube	\$ _____	\$ _____
0014	Class 3 Flat Tire/Tube Repair	20	Per Tire / Tube	\$ _____	\$ _____
0015	Class 3 Tire/Tube Replacement Service	100	Per Tire / Tube	\$ _____	\$ _____

## ATTACHMENT B SCHEDULE OF BID ITEMS

GROUP 3	ALLOWABLE PARTS AND SUPPLIES	Tires/Tubes/Rims – Lesser of the Vendor's Standard Price combined with applicable current discounts, Manufacturer's Suggested Retail Price, or Authorized Dealer's Louisiana State contract price (if the vendor is an authorized dealer)			
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	PRICE PER UNIT	UNIT PRICE	ESTIMATED ANNUAL TOTAL
0016	Non-standard patches for repairing tires	10	Per Tire	\$ _____	\$ _____
0017	Non-standard and specialty valve stems	10	Per Tire / Tube	\$ _____	\$ _____
0018	Rotating of tires	10	Per Tire / Tube	\$ _____	\$ _____
0019	"Switching of tires" from one rim assembly to another rim and/ or vehicle	10	Per Tire / Tube	\$ _____	\$ _____
0020	Balancing of tires	10	Per Tire / Tube	\$ _____	\$ _____
0021	Torquing, tightening, removing and replacing lugs and lug nuts.	10	Per Tire / Tube	\$ _____	\$ _____
0022	Rim Straightening	10	Per Tire / Tube	\$ _____	\$ _____
<b>TOTAL of ITEMS 0001 - 0022</b>					<b>\$ _____</b>

## ATTACHMENT C

### Tire Class by Vehicle Type and Size

The vehicle types and tires sizes listed below shall be classed as indicated. Tire service rates shall be determined by the class designated.			
Class 1		Class 2	
<b>“P” - Passenger Vehicles, “LT”- Light Truck, Trailer, Mowers, Lawn Tractors and Utility Vehicle Tires</b> (includes, but not limited to, the Tire sizes listed below and all tires with a maximum Load Index of 124 (3500 lbs) or less)		<b>“C” - Commercial Truck, Heavy Truck, Trailer, and Tractor Tires</b> (includes, but not limited to, the tire sizes listed below and tires with a Maximum Load Index over 125)	
205 75 R 15	245 70 R 17	225 70 R 19.5	9.5 X 24
205 90 R 15	245 75 R 15	245 70 R 19.5	11 R 22.5
215 55 R 16	245 75 R 17	255 70 R 19.5	11 R 24.5
215 75 R 15	255 60 R 18	255 70 R 22.5	11.2 X 24
225 60 R 18	255 70 R 17	275 55 R 20	12.4 X 24
225 65 R 16	265 70 R 17	275 60 R 20	12.5/80 – 10
225 75 R 15	285 75 R 17	315 80 R 22.5	13.6 X 24
225 75 R 16	6.5 X 10	340 85 R 24	33/12.5 - 17
225 75 R 17	8 X 14.5	385 65 R 22.5	
235 60 R 16	9.5 X 15	415 65 R 22.5	
235 65 R 16	24/9.5 - 12		
235 80 R 16	24/12.00-12		
245 55 R 18	26/12.00-12		
Class 3			
<b>Specialty Vehicle Tires for Off Road Vehicles, Tractor, Heavy Trucks and Agricultural Equipment,</b> (includes, but not limited to, the tire sizes listed below and a Specialty Tire not specifically listed in Class 1 or 2 with a diameter over 40 inches and weight over 140 pounds prior to mounting on the wheel assembly.)			
460 85 R 30	500 40 R 20	17.5 x 25	18.4 X 34
480 70 R 34	500 45 X 20	16.9 X 28	19.5L24
480 85 R 30	600 50 X 22.5	16.9 X 30	

## ATTACHMENT D CITY-PARISH TIRE AND PARTS APPROVED VENDORS

The Vendors listed below have preexisting contracts with the City-Parish to provide tires, tubes, rims, and other parts and materials to the City-Parish. The Tire Services Vendor shall follow the procurement provisions of the contract between the City-Parish. When required Vendor shall procure the tires, tubes, rims and other parts or materials necessary to complete any Emergency Service from the following Vendors only.

The Vendors are listed in alphabetical order. Their placement on the list indicates no preference among the Vendors by the City-Parish. This list is subject to change based on the status of the contract between the Vendors and the City-Parish. The Tire Services Vendor will be notified in writing of any changes to the list of Approved Vendors.

**ALL VENDORS PROVIDE 24 HOUR SERVICES TO THE CITY-PARISH. STORE HOURS ARE PROVIDED FOR CONVENIENCE AND INFORMATIONAL PURPOSES.**

<b>Vendor</b>	<b>Address</b>	<b>Phone number</b>	<b>Store Hours</b>
<b>Goodyear Auto Service</b>	<b>222 Lee Drive Baton Rouge, LA 70808</b>	<b>(225) 767-3357</b>	<b>M-Th &amp; Sat 7 am - 6 pm Fri &amp; Sun 8 am - 5 pm</b>
<b>Mavis Tire</b>	<b>1015 West Lee Drive Baton Rouge, LA 70808</b>	<b>(225) 433-0103</b>	<b>M-W &amp; F 8 am - 6 pm Thurs 8 am – 8:30 pm Sun 9 am – 5 pm</b>
<b>Southern Tire Mart</b>	<b>14215 Florida Boulevard Baton Rouge, LA 70815</b>	<b>(225) 275-3600</b>	<b>M-F 7 am - 5 pm Sat 8 am – noon Sun closed</b>
<b>Total Tire</b>	<b>8056 S. Choctaw Drive Baton Rouge, LA 70815</b>	<b>(225) 928-5505</b>	<b>M-F 7 am - 5 pm Sat 8 am – noon Sun closed</b>

## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

### **A. General Liability Insurance**

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

### **B. Automobile Liability Insurance**

**Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

### **C. Worker Compensation and Employers Liability Insurance**

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. **The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.**

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

### **D. Excess Umbrella Liability Coverage**

**Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and  
Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

**E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.**

**F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.**

**G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.**

**H. The Certificate Holder should be shown as:**

**City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
222 St. Louis Street  
8th Floor Room 826  
Baton Rouge, LA 70802**

**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: \_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_, 202\_\_, 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. Federal Clauses & US Treasury Regulations, if applicable
  - E. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

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

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

WITNESS:

**OWNER**

By \_\_\_\_\_  
Emile "Sid" Edwards, Mayor-President

WITNESS:

**CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)  
Approved as to form:

\_\_\_\_\_  
Parish Attorney's Office

**STANDARD FEDERAL AWARD**  
**CONTRACTOR TERMS AND CONDITIONS**  
**COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS**  
(2 C.F.R. § Pt. 200, App. II)

**TO CONFIRM THAT NO U.S. TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS  
ARE BEING USED FOR THIS CONTRACT/PROFESSIONAL SERVICE AGREEMENT**

1. **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 CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying 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 thirty (30) days written notice to 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 the 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.

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

- a) 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;
- b) hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c) pursue and obtain any and all other available legal or equitable remedies.

3. **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:

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

4. **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.

5. **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.

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

. **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 CITY-PARISH, 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.

8. **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-PARISH. 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-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The 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 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.

9. **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.

10. **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 CONTRACTOR 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.

11. **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.

12. **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 sub awards 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.

**IN WITNESS WHEREOF**, the **Contractor/Vendor/Sub-Recipient** understands and agrees to the above Federal award provisions.

**CONTRACTOR**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**(Authorized Signature, printed name)**

**Date:** \_\_\_\_\_

# FAIR CHANCE ORDINANCE

Requires Fair Chance hiring standards for person, corporations, and entities in a contract, cooperative endeavor agreement, or grant with the City of Baton Rouge, Parish of East Baton Rouge by limiting the consideration of criminal history of an applicant, and to provide otherwise with respect hereto.

## Section 1

A contractor shall not request from the applicant their criminal history before the contractor extends a conditional offer of employment.

## Section 2

All contracts shall include a certification that the contractor has complied with the provisions of the fair chance ordinance.

## Section 3

The applicant will acknowledge in writing that a background check will be performed before a final offer of employment.

## Section 4

Section 1 does not apply if consideration of an applicant's criminal history is required by law.

## Section 5

The Purchasing department is the enforcing agency and shall establish a procedure for complaint.

## Section 6

The Fair Chance ordinance shall not apply to the following City Parish departments: Human Resources, Police, Constable, Fire Department, Emergency Medical Services, Juvenile Services, and Metro Airport.

## Section 7

The ordinance shall be effective May 5, 2023 following adoption and shall apply to contracts executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance shall not apply to any agreements executed before the effective date of this ordinance.

The signature below certifies that the signer has carefully examined the above and is in full compliance with the terms listed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Printed)

## H2B WORKFORCE REQUIREMENTS

**H2B Workforce Requirements:** If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.
- Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.

## **2 CFR Requirement Small Minority and Women's Businesses**

Subrecipients must include small, minority and women's owned business in their solicitations for procurement. Email the businesses below for every procurement transaction with federal funds and maintain a copy of the email in the project files.

Asian Chamber of Commerce Louisiana

Hispanic Chamber of Commerce Louisiana

Southern Region Minority Supplier Development Council

Strategic Action Council

Vietnamese Initiatives in Economic Training

Urban League of Louisiana

Women's Business and Enterprise Council

Louisiana Chamber of Commerce Foundation

National Association of Women Business Owners

Subrecipients must ensure that the clause below to take affirmative steps to include small, minority, and women's owned business is in their contracts with their prime contractors.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.