

INVITATION TO BID - ANNUAL CONTRACT

SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, May 4, 2026 at the location shown below.

TITLE: A26-1907 Fire Protection Bunker Gear (Coats, Pants With Belt & Suspenders, & Hood)		RETURN BID TO: PURCHASING DIVISION <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 **NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing					
FILE NO: 26-001907 AD DATES: 04/17/26 & 04/24/26							
SHIP TO ADDRESS: VARIOUS LOCATIONS		Contact Regarding Inquiries: Purchasing Analyst: Dexter Stewart Telephone Number: 225-389-3259 x 3264 Email: <u>dsstewartberger@brla.gov</u>					
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					
TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE							
1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER. 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

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

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

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specifications, terms and conditions and submit questions for resolution as early as possible during the 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, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259. The City will not accept fax proposals or proposals sent via 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, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.

9. Bid forms and submissions must be downloaded and submitted through the 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, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
17. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled. 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 EBRCity-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.mbda.gov/contact>.

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

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

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

ADDITIONAL REQUIREMENTS FOR THIS BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURHASING 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

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. CST on April 28, 2026.

BID OPENING INSTRUCTIONS

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.

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

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

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**PROTECTIVE CLOTHING SPECIFICATION
NFPA 1971, 2018 EDITION**

SCOPE: The purpose of the clothing is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

COMPLIANT **EXCEPTION**

STANDARDS: All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third-party certification organization shall denote certification.

COMPLIANT **EXCEPTION**

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

COMPLIANT **EXCEPTION**

COMPOSITE PERFORMANCE: The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 42 when tested in accordance with NFPA 1971 standard.

COMPLIANT **EXCEPTION**

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 260 when tested in accordance with NFPA 1971 standard.

COMPLIANT **EXCEPTION**

The Heat Transfer Index rating shall be a minimum of 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and a minimum of 25 seconds for the knee when measured at 8 psi.

COMPLIANT **EXCEPTION**

OUTER SHELL MATERIAL: +/- 6.5 oz./sq. yd 65% Kevlar®/35% Nomex® twill weave with extremely durable FPPE water resistant Teflon® FPPE alloy; ARMOR AP. Colors Black.

COMPLIANT **EXCEPTION**

MOISTURE BARRIER MATERIAL: The moisture barrier shall be comprised of meta-aramid substrate laminated to a lightweight breathable membrane weighing 5 oz./sq. yd. (Stedair 4000).

COMPLIANT **EXCEPTION**

PROTECTIVE CLOTHING SPECIFICATION
NFPA 1971, 2018 EDITION
(Continued)

THERMAL LINER MATERIAL: The thermal barrier shall be comprised of Glide Ice™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The meta-aramid filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% meta-aramid and 10% Lenzing FR with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% meta-aramid /15% para-aramid) weighing approximately 1.5 oz./sq. yd with a non-fluorinated durable water repellent (DWR) finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0+ oz./sq. yd. meta-aramid chambray face cloth with a non-fluorinated durable water repellent (DWR) finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a non-fluorinated durable water repellent (DWR) finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz./sq. yd.)

COMPLIANT **EXCEPTION**

STRESS POINTS: All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42-stitch minimum bar tack.

COMPLIANT **EXCEPTION**

REFLECTIVE TRIM: All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment. Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow or orange perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Coat trim shall be applied as follows: one 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest; two 3" V shaped vertical strips shall be set at an angle from hem trim to back chest trim of the coat.

Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff.

COMPLIANT **EXCEPTION**

SIZES: Coats shall be made available in even chest and length sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular, long, x long, and xx long. Manufacturer must provide set of seizing gear per Baton Rouge Fire specs. Male and female sizing is available.

COMPLIANT **EXCEPTION**

LABELING: Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer

Do Not Remove This Label

PROTECTIVE CLOTHING SPECIFICATION
NFPA 1971, 2018 EDITION
(Continued)

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION

MADE IN THE U.S.A.

COMPLIANT **EXCEPTION**

TRACKING LABEL SYSTEM: There shall be a PDF417, two-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standard to which the garment is compliant
- f. first and last name of person it was ordered for

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

COMPLIANT **EXCEPTION**

PACKAGING: Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use.

COMPLIANT **EXCEPTION**

USER INFORMATION GUIDE: Each garment shall include a *User Information Guide* with information required by NFPA 1971. This guide shall include:

- (a) Pre-use information:
 - Safety considerations.
 - Limitations of use.
 - Garment marking recommendations and restrictions.
 - A statement that most performance properties of the garment cannot be tested by the user in the field.
 - Warranty information.
- (b) Preparation for use:
 - Sizing/adjustment.
 - Recommended storage practices
- (c) Inspection:
 - Inspection frequency and details.
- (d) Don/Doff:
 - Donning and doffing procedures.
 - Sizing and adjustment procedures.
 - Interface issues.
- (e) Use:
 - Proper use consistent with NFPA 1500, *Standard on Fire Department, Occupational Safety and Health Program*, and 29 CFR 1910, 132.

PROTECTIVE CLOTHING SPECIFICATION

NFPA 1971, 2018 EDITION

(Continued)

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION

(f) Maintenance and Cleaning:

- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
- Inspection details.
- Maintenance criteria and methods of repair where applicable.
- Decontamination procedures for both chemical and biological contamination.

(g) Retirement and disposal:

- Retirement and disposal criteria and considerations.

(h) Drag Rescue Device (DRD)

- Use, inspection, maintenance, cleaning and retirement of the DRD.

_____ **COMPLIANT** _____ **EXCEPTION**

WARRANTY: Each garment shall have a limited lifetime warranty against defects in material and workmanship.

_____ **COMPLIANT** _____ **EXCEPTION**

COUNTRY OF ORIGIN

The Garments shall be manufactured in the United States.

_____ **COMPLIANT** _____ **EXCEPTION**

SPECIFICATIONS
ITEM 0001 FIRE PROTECTION GEAR - COAT
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

COAT

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of our innovative V-fit design for optimum comfort and mobility. Sleeves shall be of raglan design. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure – 29, 30.5" 32", 33.5" or 35" long. (29" or 32" female).

_____**COMPLIANT** _____**EXCEPTION**

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: The moisture barrier shall be completely sewn to a non-fluorinated durable water repellent (DWR) treated meta-aramid facecloth at its perimeter. The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

The liner shall have one 8.5" x 8.5" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971.

_____**COMPLIANT** _____**EXCEPTION**

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of zippers and snaps. There shall be a thermoplastic zipper and two snaps down each front facing, zipper shall also be located where liner attaches to outer shell collar. In addition, there will be a snap for alignment along the bottom of the liner, and zipper at each sleeve end.

_____**COMPLIANT** _____**EXCEPTION**

COAT LINER INSPECTION SYSTEM: There shall be a 10" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1" x 4" Loop sewn to the back side of the liner system with a piece of 1.5" x 3" Hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

_____**COMPLIANT** _____**EXCEPTION**

SPECIFICATIONS
ITEM 0001 FIRE PROTECTION GEAR - COAT
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
(Continued)

COLLAR: The 3" split collar shall consist of two piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of STEDAIR 4000. The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have a thermoplastic zipper along top edge for liner attachment. The collar shall be attached to the liner facing using a thermoplastic zipper. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

The liner collar shall be a layer of self material and a layer of STEDAIR 4000. The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide STEDAIR 4000 and 1.75" self-material extension shall be sewn the full length of the neck with a thermoplastic zipper for attachment to shell collar. The self material extension shall overlap the shell collar to prevent exposure of the zipper. Collar closure shall be provided by hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal.

COMPLIANT **EXCEPTION**

DRAG RESCUE DEVICE (DRD): The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" loop on the strap and a piece of 1" x 3.5" loop attached to the outer shell. This strap is then secured under a 2.5" x 4.25" flap that is sewn in at the neck /collar area. One piece of 1" x 3.5" hook shall be set horizontally on shell to align with one piece of 1" x 3.5" loop set horizontally to the underside of the flap. The harness is also held in proper alignment by means of a piece of 2" x 2" loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set inside the coat in the shoulder cap area to keep straps in proper position for use.

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

COMPLIANT **EXCEPTION**

HANGER LOOP: An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

COMPLIANT **EXCEPTION**

SPECIFICATIONS
ITEM 0001 FIRE PROTECTION GEAR - COAT
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
(Continued)

THERMAL REINFORCED YOKE (LINER): A layer of Semper Dri™ (3.0 oz./sq. yd. non-fluorinated durable water repellent (DWR) treated Chambray (meta-aramid spun) face cloth quilted to two layers of meta-aramid /para-aramid spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) and one layer of breathable CROSSTECH® (Type 2C) moisture barrier leader and two layers of meta-aramid /para-aramid spunlace 2.3 oz. Quilted with no facecloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion and raglan sleeve of the thermal liner across the upper back and shoulder for approximately 7".

____ **COMPLIANT** ____ **EXCEPTION**

SHOULDER CAPS: A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

____ **COMPLIANT** ____ **EXCEPTION**

ELBOW: The elbow shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include shaped pieces and darts to create free movement with few restrictions. The insert shall consist of two layers of outer shell material for abrasion resistance and thermal protection.

____ **COMPLIANT** ____ **EXCEPTION**

SLEEVE WELL: A combination Chambray face cloth quilted to two layers of AraFlo E89 and one layer of breathable STEDAIR 4000 moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. A thermoplastic zipper shall be sewn full circumference to the end of the thermal liner leader to help secure the combination liner to the outer shell. A STEDAIR 4000 moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up and attaching the zipper of the combination liner sleeve end with the corresponding zipper of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

____ **COMPLIANT** ____ **EXCEPTION**

WRISTLETS: An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont, and treated with an extremely durable Teflon® water resistant alloy. The wristlet shall not be less than 6" with a 5/8"x3 1/8" Nomex webbing thumb loop. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

____ **COMPLIANT** ____ **EXCEPTION**

SPECIFICATIONS
ITEM 0001 FIRE PROTECTION GEAR - COAT
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
(Continued)

CUFFS: The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. The cuff shall attach to the liner with a thermoplastic zipper. Additionally, one leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

____ **COMPLIANT** ____ **EXCEPTION**

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

____ **COMPLIANT** ____ **EXCEPTION**

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

____ **COMPLIANT** ____ **EXCEPTION**

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

____ **COMPLIANT** ____ **EXCEPTION**

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to the left bottom for fast closure and exit. The storm flap closure shall consist of double-stitched 1" wide hook and loop attachment with hook fastener sewn on the left front of the coat, and corresponding loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

____ **COMPLIANT** ____ **EXCEPTION**

HANDWARMER POCKET: There shall be 8" x 8" Full-bellow and handwarmer combination pockets that expands by means of side and bottom gussets to a thickness of 2". The pockets shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket. There shall be a 6" opening on the rear side of the bellow of the pocket. Full Bellow pocket shall be fully lined with KEVLAR® twill on three sides. Handwarmer pocket shall be lined inside with fleece material and have a KEVLAR® twill backer. Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Each pocket flap shall measure 9" wide by 5" high. A hook and loop fastener closure system shall be set with 1.5" x 8" loop fastener set horizontally on the pocket and 1.5" x 9" hook fastener set horizontally on the underside of the flap. There shall be one piece 6.5" x 1" Lite-N-Dri padding added to the pocket flaps.

____ **COMPLIANT** ____ **EXCEPTION**

MIC TAB: There shall be a 1" x 3" self-fabric mic tabs with poly-coated aramid inside. Mic tab shall be bartacked to the shell on each end on the right chest 2" below top of storm flap and 1" over. A 1x2" self-fabric mic tab bartacked at each end shall also be located on the storm flap 2" above the chest trim.

____ **COMPLIANT** ____ **EXCEPTION**

SPECIFICATIONS
ITEM 0001 FIRE PROTECTION GEAR - COAT
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
(Continued)

FLASHLIGHT HOLDER: Located on the left chest just above the chest trim there shall be one 2" x 10" self fabric strap x-stitched at the center to the shell and shall close around the flashlight with one piece of 2" x 3" hook fastener on one end and one piece of 2" x 3" loop on the other. The x-stitch shall have one bartack in each corner for additional support. Located on the left chest 2" above the strap there shall be a 1" x 2" two-layer self-fabric 703 flashlight snap holder with 2 bartacks set 3" above the strap.

COMPLIANT **EXCEPTION**

AMERICAN FLAG: Located on the right sleeve there shall be a 2"x3" American Flag patch, with stars in the upper right corner, sewn to the coat.

COMPLIANT **EXCEPTION**

LETTER PATCH & LETTERING: There shall be one 5"x18" contoured 2-layer self-fabric one-line Letter Patch attached to hang from back hem via upper corner snaps and hook & loop. There shall be 3" lime/yellow or orange Scotchlite letters sewn to the patch for fire fighter names.

COMPLIANT **EXCEPTION**

LETTERING: There shall be 3" lime/yellow or orange Scotchlite letters sewn across the yoke; to read - ALSEN (arched line 1), BAKER (arched line 1), or BATON ROUGE (arched line 1), or BROWNSFIELD (arched line 1), or CENTRAL (arched line 1), or CHANEYVILLE (arched line 1), or DISTRICT ONE (arched line 1), or DISTRICT SIX (arched line 1), or EASTSIDE (arched line 1), or PRIDE (arched line 1), or ST GEORGE (arched line 1), or ZACHARY, and 2" lime/yellow or orange Scotchlite letters to read - FIRE DEPT (line 2).

COMPLIANT **EXCEPTION**

SPECIFICATIONS

ITEM 0002 FIRE PROTECTION GEAR - PANTS WITH BELT & SUSPENDERS

(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

PANTS WITH BELT

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design.

_____ **COMPLIANT** _____ **EXCEPTION**

BELT & BELT LOOPS: There shall be a removable two-inch wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick-release mechanism. There shall be three belt loops of two-layers of self-fabric, 4" wide by 3.5" high shall be double stitched to pant shell and bartacked at all four corners. One loop at center back and one loop on each side.

_____ **COMPLIANT** _____ **EXCEPTION**

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of 3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of Nomex®/Kevlar® spunlace (total weight +/- 6.0-6.8 oz./sq. y). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner. The moisture barrier shall be sewn to the thermal liner at its perimeter. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

_____ **COMPLIANT** _____ **EXCEPTION**

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

_____ **COMPLIANT** _____ **EXCEPTION**

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

_____ **COMPLIANT** _____ **EXCEPTION**

SPECIFICATIONS

ITEM 0002 FIRE PROTECTION GEAR - PANTS WITH BELT & SUSPENDERS

(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

(Continued)

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. The storm fly shall be outer shell material, lined with a 3.5 strip Stedair 4000 moisture barrier material to prevent wicking. There shall be a hook and dee ring closure riveted directly to shell with leather backings.

The storm fly shall be outer shell material, lined with a 4" strip of Stedair 4000 moisture barrier material and Semper Dri (3.0 oz/sq yd non-fluorinated durable water repellent (DWR) treated Chambray (meta-aramid spun) facecloth quilted to two layers meta-aramid /para-aramid spunlace (Total weight +/- 6.0-6.8 oz/sq yd).

_____ **COMPLIANT** _____ **EXCEPTION**

THERMAL FLY ASSEMBLY: A thermoplastic zipper shall be sewn to the moisture barrier/thermal liner to engage corresponding zipper on the underside of the outside storm fly and facing.

_____ **COMPLIANT** _____ **EXCEPTION**

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Four 2" wide self-material **suspender tabs** with 1.75x3" leather reinforcement shall be attached to waist with two on the front and two on the back. Each tab shall have two male and two female logo snaps. Each tab shall be reinforced with two bartacks on each tab.

_____ **COMPLIANT** _____ **EXCEPTION**

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

_____ **COMPLIANT** _____ **EXCEPTION**

SPECIFICATIONS

ITEM 0002 FIRE PROTECTION GEAR - PANTS WITH BELT & SUSPENDERS

(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

(Continued)

STORM FLY/CLOSURE: The outer shell shall have a sewn

KNEE: The V-FIT knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

_____ **COMPLIANT** _____ **EXCEPTION**

CUFFS: The cuff area of the pant shall be reinforced with a binding of black polymer coated aramid not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition a 3" x 3 1/2" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

_____ **COMPLIANT** _____ **EXCEPTION**

BOOT CUT: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

_____ **COMPLIANT** _____ **EXCEPTION**

FULL BELLOWS POCKET: 10" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back shall be set to the left thigh. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside pocket. Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flaps reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 11"x 5". A hook and loop fastener closure system shall be set with 1" x 10" loop fastener horizontally on the pocket and (3) pieces of 1" x 3" hook fastener vertical on the underside of the flap.

_____ **COMPLIANT** _____ **EXCEPTION**

FULL BELLOWS TOOL POCKET: 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back shall be set to the right thigh. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, (2) layers self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create (6) tool compartments. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 4" x 11". A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and (3) pieces of 1.5" x 3" hook fastener vertically on the underside of the flap.

_____ **COMPLIANT** _____ **EXCEPTION**

SPECIFICATIONS

ITEM 0002 FIRE PROTECTION GEAR - PANTS WITH BELT & SUSPENDERS

(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

(Continued)

STORM FLY/CLOSURE: The outer shell shall have a sewn

MIC TAB: There shall be a 1" x 3" self-fabric mic tabs with poly-coated aramid inside. Mic tab shall be bartacked to the shell on each end; (1) each located each side rear 4" back from side seam & 4" below waist.

_____COMPLIANT _____EXCEPTION

SUSPENDERS

SCOPE

A highly engineered 42" black suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps, to a V-Force™, traditional or contoured waist bunker pant. The shoulder pads shall have a one-inch wide lime/yellow or orange Scotchlite strip located the entire length facing outward

DESIGN

Two 8" front pull straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 18" shoulder straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. Two 7" back straps made of 2" wide elastic webbing shall be joined with a 2" overlap at the end of each shoulder strap with a single-needle lock stitch. The end of each back strap shall be fed through a 2" metal loop and secured with a two-needle lock stitch.

One 2 1/2" horizontal back strap made of 2" wide elastic webbing shall be set perpendicular between the two shoulder straps and back straps at the point of overlap, secured with a single-needle lock-stitch, and reinforced with a two-needle lock-stitch "X" through the joining straps.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

Each shoulder strap shall be encapsulated with a 2.25" wide x 13" long sheath of padding constructed of 1/8" thick fire-retardant closed-cell foam laminated to Nomex pajama check substrate. Shoulder pads shall start 1" up from the cross point of the horizontal back strap ("H" cross) and be bartacked at each end so they do not slide forward. The straps shall have a one-inch wide lime/yellow or orange Scotchlite strip.

SPECIFICATIONS
ITEM 0003 FIRE PROTECTION GEAR - HOOD
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications

SCOPE: The purpose of the hood is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

_____ **COMPLIANT** _____ **EXCEPTION**

STANDARDS: All hoods produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING including the optional requirements for PARTICULATE BLOCKING HOODS.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third-party certification organization shall denote certification.

_____ **COMPLIANT** _____ **EXCEPTION**

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

_____ **COMPLIANT** _____ **EXCEPTION**

MATERIALS:

Knit Outer Layer Exterior and body layer shall be constructed of +/- 9.0 oz/sq. yd. Interlock knit 50% Kermel/ 50% Viscose FR. Color shall be black or tan.

_____ **COMPLIANT** _____ **EXCEPTION**

Particulate Blocking Layer The inner particulate blocking layer shall be constructed of three ply +/- 6.5 oz/sq. yd. StedAir Prevent laminate. Color shall be dark grey.

_____ **COMPLIANT** _____ **EXCEPTION**

SIZES: Hoods shall be made available in a universal size.

_____ **COMPLIANT** _____ **EXCEPTION**

LABELING: Each hood shall have a label(s) permanently and conspicuously attached as well as detailed warning instructions provided by the manufacturer. Each hood shall be individually labeled to identify fabric, hood model, lot #, date of manufacture, cleaning and storage instructions.

_____ **COMPLIANT** _____ **EXCEPTION**

USER INFORMATION GUIDE: Each hood shall include access to a *User Instruction, Safety and Training Guide* with imperative information.

_____ **COMPLIANT** _____ **EXCEPTION**

WARRANTY: Each garment shall have a limited lifetime warranty against defects in material and workmanship.

_____ **COMPLIANT** _____ **EXCEPTION**

SPECIFICATIONS
ITEM 0003 FIRE PROTECTION GEAR - HOOD
(Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
(Continued)

COUNTRY OF ORIGIN: The hoods shall be manufactured in Canada.

_____ **COMPLIANT** _____ **EXCEPTION**

HOOD CONSTRUCTION: The hood shall be designed with a double seam extra protection area that replaces traditional center seam construction. The full face opening shall be constructed as a circular opening surrounded by elastic. The elastic shall be encapsulated in material and cover stitched. The elastic face opening stretches for ease of donning, snug fit, and proper seal with SCBA. Each hood shall have a minimum of a 7.5" long bib (apron) in front and back with notched shoulder design.

Binding shall consist of self-fabric material to enhance design creating a finished look. All seams shall be constructed of a safety lock cover stitch using 100% Red Nomex thread.

_____ **COMPLIANT** _____ **EXCEPTION**

HOOD LAYERS: The hood shall be designed with two layers of material. An exterior layer of 9.0 osy Kermel / Viscose Interlock Knit and a layer of StedAir Prevent laminated between two knit layers.

_____ **COMPLIANT** _____ **EXCEPTION**

CONSTRUCTION: Design shall be compatible with all layers so that the hood does not buckle, pull, or otherwise restrict movement. All layers, including the StedAir Prevent layer, shall be caught in each seam to prevent floating or movement of the layers within the hood. The StedAir Prevent layer shall be located throughout the entire head and neck portion of the hood, but not over the face opening.

_____ **COMPLIANT** _____ **EXCEPTION**

NOTE: All measurements are approximate and have a +/- tolerance of 1/2 inch. All weights are approximate and have a +/- tolerance of 0.25 osy.

PRICING SHEET

FIRE PROTECTION BUNKER GEAR (COATS, PANTS WITH BELT & SUSPENDERS & HOOD)

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

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.

ITEM NO	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	FIRE PROTECTION BUNKER GEAR – COAT (Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications Model Bid:	175	Each	\$ _____	\$ _____
0002	FIRE PROTECTION BUNKER GEAR – PANTS WITH BELT & SUSPENDERS (Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications Model Bid:	175	Each	\$ _____	\$ _____
0003	FIRE PROTECTION BUNKER GEAR – HOOD (Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications Model Bid :	175	Each	\$ _____	\$ _____
TOTAL					\$ _____

**DEVIATION
(If Applicable)
FIRE PROTECTION BUNKER GEAR – COAT**

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

ITEM NO 0001	FIRE PROTECTION BUNKER GEAR – COAT (Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
Model Bid: <hr/>	

**DEVIATION
(If Applicable)
FIRE PROTECTION BUNKER GEAR – PANTS WITH BELT & SUSPENDERS**

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

ITEM NO 0002	FIRE PROTECTION BUNKER GEAR – PANTS WITH BELT & SUSPENDERS (Lion NFPA 1971, 2018 Edition or Approved Equal) per Specifications
Model Bid: <hr/>	

**DEVIATION
(If Applicable)
FIRE PROTECTION BUNKER GEAR – HOOD**

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

ITEM NO 0003	FIRE PROTECTION BUNKER GEAR – HOOD (Lion NFPA 1971, 2018 EDITION or Approved Equal) per Specifications
Model Bid: <hr/>	

INVOICING

Each invoice must include the following:

- Date of Invoice
- Agency / Contact
- Contract Number
- Purchase Order Number (if applicable)
- Invoice Number
- Invoice Total

For each parts item on the invoice, the following must be included:

- Quote Date
- Item Description
- Quantity Purchased
- Item Unit Price
- Discount (if applicable)
- Item Net Price

Note: 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.

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
OWNER**

WITNESS:

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.