Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 08/11/21 11:00 AM CST

TITLE: A21-98130 Generator Rental for City of Baton Rouge- Parish of East Baton Rouge	**RETURN BID TO:** PURCHASING DIVISION
FILE NO: **A21-98130** REQ NO: AD DATES: **07/23 & 07/30**	**Mailing Address:** PO Box 1471 Baton Rouge, LA 70821 **Physical Address:** 222 St. Louis Street 8th 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
SHIP TO ADDRESS: Various Locations in EBR Parish	**Contact Regarding Inquiries:** Purchasing Analyst : **Sheneka Sylvan** Telephone Number: **225-389-3259 x 3263** Email: **ssylvan@brla.gov**
VENDOR NAME	MAILING ADDRESS
REMIT TO ADDRESS	CITY, STATE, ZIP
TELEPHONE NO. FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
AUTHORIZED SIGNATURE(Required)	**PRINTED NAME**

QUESTIONS TO BE COMPLETED BY VENDOR:

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.

3 . _____ STATE ENUMERATED ADDENDA RECEIVED *(IF ANY)*

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

1. Read the entire bid, including all terms and conditions and specifications.

2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. 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.

3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.

4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.

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.

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. Except for bids submitted through the www.bidexpress.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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 must submit product label, material safety data sheet and EPA registry number with bid. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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**.**

23. 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.

24. 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.

25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.

26. 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 list of parties who have been suspended or debarred can be viewed via the internet at http://www.sam.gov.

27. Bid prices shall included 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.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: http://city.brla.gov/dept/purchase/bidresults.asp.

29. 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.

30. 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.

31. 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-PDFide.

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

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

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

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

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

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

II. Termination and Settlement

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

III. Access to Records

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

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

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

VI. Davis-Bacon Act

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

VII. Contract Work Hours and Safety Standards Act

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

VIII. Rights to Inventions Made Under a Contract or Agreement

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

IX. Clean Air Act

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

X. Clean Water Act.

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

XI. Energy policy and conservation act

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

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

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.

- The City-Parish encourages the participation of Disadvantaged Business Enterprise (DBE) in all of its projects. Vendors/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of these projects. Vendors are requested to include in their proposal a description of plans for minority participation as suppliers or subcontractors.

- This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

- Protests with regard to the specification documents will not be considered after proposals are opened.

- **Method of Award**

  The City Parish anticipates that no single vendor will have sufficient inventory to meet the requirements under this solicitation. In addition, since no one knows when an event which is declared an emergency may occur, it is impossible to know which vendors may not be accessible.

The City Parish reserves the right to make multiple awards in its best interests. Multiple awards may be in the City Parish's best interest when awarded to two or more bidders for similar products that are needed for adequate delivery, service or availability. Multiple awards, if made, will be based on a review of such factors as past usage, anticipated usage, the reasonableness of prices and the need to assure timely delivery. Delivery may be a factor in the award.

- **FEMA Reimbursement Rate**

  In the event of a declared emergency, the Federal Emergency Management Agency (FEMA) may approve reimbursement rates for contractors providing products and services to City-Parish government. In the event FEMA establishes such rates, the City-Parish and Contractor agree to accept the lesser of either the contract price or FEMA rates which in effect for the period of the emergency.

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

- **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.

- Inquiries received up until 5:00 p.m. on August 3, 2021.

Specifications:

Project Description:

General: The intent of this proposal is to establish prices for the rental of generators; to be used by various agencies for the City of Baton Rouge and Parish of East Baton Rouge, on an as needed basis and for declared emergencies. This rental rate is to include the necessary cables and equipment needed to operate the generators once they have been placed at their designated site.

Specifications:

- Delivery and placement of equipment as designated within 24 to 72 hours after receiving orders.
- Provide necessary cables, equipment and properly licensed personnel needed to off-load, install and operate generators upon delivery to designated location.
- Generators will be delivered with a full tank of fuel.
- In the event of malfunction or equipment failure during the period of rental, provide repair or replacement within 24 hours.
- Rental terminates upon notification to the vendor from the City of Baton Rouge for retrieval of the equipment.

Special Terms:

- Personnel rates shall be for actual time at job site, and shall include all materials, supplies, and equipment needed perform duties included in specifications.
- Weekly rates shall be prorated on a daily basis.

QUESTIONNAIRE

Questionnaire should be returned with bid packet

Desired Delivery: Desired delivery should begin within twenty-four (24) hours after receipt of order (ARO) and F.O.B. destination. In the event of a declared emergency, delivery should begin within twelve 12) hours after receipt of order (ARO) and F.O.B. destination.

1. What is your quickest delivery time after receipt of order (ARO)?

   - Quantity to be delivered with_____ 12 hours ARO
   - Quantity to be delivered with_____ 24 hours ARO
   - Quantity to be delivered with_____ 48 hours ARO
   - Quantity to be delivered with_____ 72 hours ARO

Real time tracking: Vendor should have real time tracking capability to identify, verify and trace each shipment as it moves from order placement to destination delivery. This is significant during an emergency situation, in case the need to reroute, divert or other related shipping details must be conveyed to the shipper, and/or receiver of goods and/or services.

2. Is real time tracking available:____ YES_____NO

If your facility is rendered inoperable, do not have sources from which supplies/services will be provided?

List alternate locations:

_____

_____

_____

_____

Vendor(s) must be available 24 hours a day, 7 days a week including weekends and holidays during the term of the contract for order placement and delivery.

<u>Invoice Support</u>

In order to facilitate payment of invoices vendors are to:

- Secure evidence of delivery which should include the printed name, signature and contact information for the person accepting delivery.
- Produce upon request bills of lading, driver logs and trip sheets to verify invoices.
- Reference the purchase order number in the invoice (If applicable); vendors should also include contract numbers and commodity descriptions.

Failure to comply will cause a delay in payment.

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0001	20 KW DIESEL POWERED GENERATOR	1	WK		
0002	20 KW DIESEL POWERED GENERATOR	1	MO		
0003	30 KW DIESEL POWERED GENERATOR	1	WK		
0004	30 KW DIESEL POWERED GENERATOR	1	MO		
0005	40 KW DIESEL POWERED GENERATOR	1	WK		
0006	40 KW DIESEL POWERED GENERATOR	1	MO		
0007	50 KW DIESEL POWERED GENERATOR	1	WK		
0008	50 KW DIESEL POWERED GENERATOR	1	MO		
0009	75 KW DIESEL POWERED GENERATOR	1	WK		
0010	75 KW DIESEL POWERED GENERATOR	1	MO		
0011	100 KW DIESEL POWERED GENERATOR	1	WK		
0012	100 KW DIESEL POWERED GENERATOR	1	MO		
0013	125 KW DIESEL POWERED GENERATOR	1	WK		
0014	125 KW DIESEL POWERED GENERATOR	1	MO		
0015	150 KW DIESEL POWERED GENERATOR	1	WK		
0016	150 KW DIESEL POWERED GENERATOR	1	MO		
0017	175 KW DIESEL POWERED GENERATOR	1	WK		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0018	175 KW DIESEL POWERED GENERATOR	1	MO		
0019	200 KW DIESEL POWERED GENERATOR	1	WK		
0020	200 KW DIESEL POWERED GENERATOR	1	MO		
0021	250 KW DIESEL POWERED GENERATOR	1	WK		
0022	250 KW DIESEL POWERED GENERATOR	1	MO		
0023	300 KW DIESEL POWERED GENERATOR	1	WK		
0024	300 KW DIESEL POWERED GENERATOR	1	MO		
0025	350 KW DIESEL POWERED GENERATOR	1	WK		
0026	350 KW DIESEL POWERED GENERATOR	1	MO		
0027	400 KW DIESEL POWERED GENERATOR	1	WK		
0028	400 KW DIESEL POWERED GENERATOR	1	MO		
0029	450 KW DIESEL POWERED GENERATOR	1	WK		
0030	450 KW DIESEL POWERED GENERATOR	1	MO		
0031	500 KW DIESEL POWERED GENERATOR	1	WK		
0032	500 KW DIESEL POWERED GENERATOR	1	MO		
0033	600 KW DIESEL POWERED GENERATOR	1	WK		
0034	600 KW DIESEL POWERED GENERATOR	1	MO		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0035	700 KW DIESEL POWERED GENERATOR	1	WK		
0036	700 KW DIESEL POWERED GENERATOR	1	MO		
0037	800 KW DIESEL POWERED GENERATOR	1	WK		
0038	800 KW DIESEL POWERED GENERATOR	1	MO		
0039	1000 KW DIESEL POWERED GENERATOR	1	WK		
0040	1000 KW DIESEL POWERED GENERATOR	1	MO		
0041	1250 KW DIESEL POWERED GENERATOR	1	WK		
0042	1250 KW DIESEL POWERED GENERATOR	1	MO		
0043	1500 KW DIESEL POWERED GENERATOR	1	WK		
0044	1500 KW DIESEL POWERED GENERATOR	1	MO		
0045	1750 KW DIESEL POWERED GENERATOR	1	WK		
0046	1750 KW DIESEL POWERED GENERATOR	1	MO		
0047	2000 KW DIESEL POWERED GENERATOR	1	WK		
0048	2000 KW DIESEL POWERED GENERATOR	1	MO		
0049	MOBILIZATION AND DEMOBILAION CHARGES	1	HR		
0050	SITE ASSESSMENT, HOURLY RATE	1	HR		
0051	TECHNICIAN, HOURLY RATE	1	HR		
0052	ELECTRICIAN, HOURLY RATE	1	HR		
0053	OPERATOR, HOURLY RATE	1	HR		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0054	REFUELING CHARGE, PRICE PER GALLON-DIESEL	1	GAL		
0055	DETAINMENT CHARGES (AFTER 4 HOUR DELAY)	1	HR		
0056	CABLE	1	FT		
0057	20 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0058	20 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0059	30 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0060	30 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0061	40 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0062	40 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0063	50 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0064	50 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0065	75 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0066	75 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0067	100 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0068	100 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0069	125 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0070	125 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0071	150 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0072	150 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0073	175 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0074	175 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0075	200 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0076	200 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0077	250 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0078	250 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0079	300 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0080	300 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0081	350 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0082	350 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0083	400 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0084	400 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0085	450 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0086	450 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0087	500 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0088	500 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0089	600 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0090	600 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0091	700 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0092	700 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0093	800 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0094	800 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0095	1000 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0096	1000 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0097	1250 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0098	1250 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0099	1500 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0100	1500 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0101	1750 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0102	1750 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		
0103	2000 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	WK		
0104	2000 KW DIESEL POWERED GENERATOR-EMERGENCY USE	1	MO		

LINES 105-128 ARE FOR STANDBY PRICING RATES TO RESERVE GENERATORS, FOR PRE-PLANNING PURPOSES IN THE EVENT OF AN EMERGENCY, FOR A FOUR (4) MONTH PERIOD THAT WILL BEGIN AUGUST 1 OF CONTRACT CALENDAR YEAR AND WILL END NOVEMBER 30 OF CONTRACT CALENDAR YEAR. THERE IS NO GUARANTEE THAT THE LINES WILL BE USED, AS IT WILL BE THE DISCRETION OF THE USING AGENCY TO DECIDE THEIR INTENT OF UTILIZING THE FOLLOWING LINES; IF ALLOWED WITHIN THEIR ANNUAL BUDGET

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0105	20 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0106	30 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0107	40 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0108	50 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0109	75 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0110	100 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0111	125 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		

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

Schedule of Bid Items

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

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0112	150 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0113	175 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0114	200 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0115	250 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0116	300 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0117	350 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0118	400 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0119	450 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0120	500 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0121	600 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0122	700 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0123	800 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0124	1000 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0125	1250 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
126	1500 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0127	1750 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		
0128	2000 KW DIESEL GENERATOR – STANDBY RATE (AUGUST –NOVEMBER)	4	MO		

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

Schedule of Bid Items

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

In the event of a declared emergency, we reserved the right to establish reasonable rerouting and detainment rates using the lowest rerouting bidder and detainment rates of the responsive bidders as a benchmark.

Additional delivery charges if applicable: Please specify below your applicable delivery related charges as may apply to this contract. Failure to supply applicable charges below will indicate vendor is supplying the service/commodity at no additional charge ($0.00) to the City Parish.

If your delivery is unreasonable delayed in loading or unloading at delivery destination, beyond four (4) hours, specify the separate hourly delivery detainment charge assessed.

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL
0129	Delivery detainment charge, per hour, beyond a four(4) hour delay	1	HR		
0130	Delivery rerouting charge	1	FLAT FEE		
0131	Delivery rerouting charge	1	MILE		

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

Name and phone number of person or person(s) to contact concerning service required.

Name **Phone Number** **Email**

_____

_____

_____

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. Commercial General Liability on an occurrence basis as follows:

General Aggregate	$ 2,000,000
Products-Comp/Op Agg	$ 1,000,000
Personal & Adv Injury	$ 1,000,000
Each Occurrence	$ 1,000,000
Fire Damage (Any one fire)	$ 50,000
Med Exp	$ 5,000

B. Business Auto Policy

Any Auto, or	Combined Single Limit
Owned, Non-Owned & Mired	$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

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

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

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

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

BIDDER'S ORGANIZATION
BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

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

CORPORATE RESOLUTION

A meeting of the Board of Directors of_____a corporation organized under the laws of the State of_____and domiciled in_____was held this____ day of_____, 20____and was attended by a quorum of the members of the Board of Directors.

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

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

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

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

This_____day of_____, 20____.

_____

SECRETARY

AGREEMENT
(Sample)

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

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

Annual Contract Number and Title_____

Contract Period_____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

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

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

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

_____

By_____
Sharon Weston Broome, Mayor-President
Or
Kris R. Goranson, Purchasing Director

WITNESS:

Contractor

_____

By_____

_____
(Typed Name and Title)