INVITATION TO BID	
SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE EAST BATON ROUGE PARISH until 11:00AM. Tuesday, 5/17/23 at the location shown below.	
TITLE: RQ4396- Asphalt Pothole Patcher, Truck-Mounted with Work Deck	**RETURN SEALED BID TO:** PURCHASING DIVISION **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*
FILE NO: **4396-23** REQ NO: **RQ4396** AD DATES: **5/01 & 5/09**	
SHIP TO ADDRESS City of Baton Rouge **Public Works Central Garage** **333 Chippewa Street** **Baton Rouge, LA 70805**	**Contact Regarding Inquiries:** Purchasing Analyst : **Arvin F. Jones** Telephone Number: **225-389-3259 x 3267** Email: afjones@brla.gov

VENDOR NAME	MAILING ADDRESS
REMIT TO ADDRESS	CITY, STATE, ZIP
TELEPHONE NO. FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE
AUTHORIZED SIGNATURE (**Required**)	PRINTED NAME

TO BE COMPLETED BY VENDOR: **CONTRACTORS LICENSE IF APPLICABLE**_____

1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER

2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.

Bidders should acknowledge all addenda. The Bidder acknowledges receipt of the following issued ADDENDA:					
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 - SEALED BIDS

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. Bidders are urged to promptly review the requirements of this specification 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 an acknowledgment by the bidders that competitive bids can be provided based on the specifications herein. Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. Questions with regard to the specification 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 bids. Additional information can 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 e-mail. All faxed or e-mailed proposals shall be rejected and returned.**

3. The bid number, bidder's name, contract number if applicable, 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.

4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division by the specified bid opening date and time. Late bids will not be considered under any circumstances.

5. For awarded bids: 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.

6. 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 bids if that is in the best interest of the City Parish.

7. Official Bid Documents are available at Central Bidding (http://www.centralauctionhouse.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. 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 bids, (including non-acknowledgement of issued addenda or the use of substitute forms or documents, will subject the bid to rejection on non-responsiveness grounds.

8. All bids 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.

9. All bids should be manually or submitted with an Affidavit of authority. Failure to do so shall cause the bid to be rejected as non-responsive.

10. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award. City Parish reserves the right to determine the acceptability of any equivalent offered.

11. Detailed factory specifications and illustrative literature should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if additional detail is required to determine conformance with specifications bidders proposing an equivalent brand or model must demonstrate to the satisfaction of the City that the proposed substitution is the equivalent equal of the product or service specified.

12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only written interpretations / corrections by Addendum issued by the Purchasing Division shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Issued addenda must be acknowledged by bidders on the form provided. Failure to acknowledge receipt of issued addenda may render the bid non- responsive and result in bid rejection.

13. 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.

14. 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 any resultant contract canceled.

15. 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. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.

16. 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.

17. 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.

18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.

19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.

20. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

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. 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.

24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. 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.

26. 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.

27. 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.

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. Bidders or their authorized representatives are invited via teleconference with the information below on the date and time of this bid opening joining by phone +1-408-418-9388 United States Toll Access code: 263 373 080 (followed by the # button).

30. Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):
    United States Toll (Boston) +1-617-315-0704
    United States Toll (Chicago) +1-312-535-8110
    United States Toll (Dallas) +1-469-210-7159
    United States Toll (Denver) +1-720-650-7664
    United States Toll (Jacksonville) +1-904-900-2303
    United States Toll (Los Angeles) +1-213-306-3065

This teleconference number will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

31. 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.

32. 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.

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.

34. 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.

35. Force Majeure: Any delay or failure of THE PROPOSER in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE PROPOSER and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE PROPOSER shall receive an equitable adjustment extending THE PROPOSER'S time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE PROPOSER'S compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE PROPOSER.

36. 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.

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.

FEDERAL CLAUSES & US TREASURY REGULATIONS, IF APPLICABLE

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

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: 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.

b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of he 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

7. **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 subawards 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.

NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

CONTRACTOR TERMS AND CONDITIONS

Use of Funds.

a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Reporting. CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award**.**

Maintenance of and Access to Records.

a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.

c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

Administrative Costs. CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

Cost Sharing. Cost sharing or matching funds are not required to be provided by CONTRACTOR.

Conflicts of Interest. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORs must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112**.**

Compliance with Applicable Law and Regulations.

a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

   v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

   viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

   ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

   ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements. CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [**name of CONTRACTOR] by the U.S. Department of the Treasury."**

Debts Owed the Federal Government.

a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or

any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.

c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORs to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORs to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

WITNESSES:

CONTRACTOR

_____ By: _____

(Authorized Signature, printed name)

Date**:** _____

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.

INQUIRY PERIOD

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

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

All inquiries shall be received by 5:00p.m. on **May 09, 2023.** **INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.**

Inquiries are to be directed as follows:

Arvin F. Jones, Senior Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 **(Hand Delivery)**
Baton Rouge, LA 70802
or
P.O.Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brla.gov
or Fax (225) 389-4841

DEALER LICENSE REQUIREMENTS

Any vendor wishing to bid on vehicles for City of Baton Rouge/Parish of East Baton Rouge must be in compliance with Chapter 6, Distribution and Sales of Motor Vehicles, LA State Statute R.S. 32:1251, which stipulates any motor vehicle manufacturer, distributor, dealer and lessor doing business in Louisiana must be licensed in Louisiana.

All bidders shall include a copy of their valid dealer's license, issued under the provisions of R.S. 32:1254, with any bid submitted. Per R.S. 38:2218.8, public entities are prohibited from accepting bids from or entering into any contract or cooperative endeavor agreement or any other transaction for the procurement of vehicles with a dealer who does not possess a valid dealer's license issued pursuant to R.S. 32:1254. A public entity shall reject any bid submitted by a dealer for the purchase of vehicles which does not include a copy of a valid dealer license.

RS 38:2212.8 Prohibition of bids from or contracts with unlicensed dealers

A. A public entity shall not accept any bid from or enter into any contract or cooperative endeavor agreement, or any other transaction for the procurement of vehicles, with a dealer who does not possess a valid dealer's license issued under the provisions of R.S. 32:1254.
B. A public entity shall require that any bid submitted by, or a contract or cooperative endeavor agreement with, a dealer for the purchase of vehicles shall include a copy of a valid dealer's license issued under the provisions of R.S. 32:1254.
C. A public entity shall reject any bid submitted by a dealer for the purchase of vehicles which does not include
a copy of a valid dealer license.
D. A public entity shall not sign a contract or cooperative endeavor agreement with a dealer for the purchase of vehicles which does not include a copy of a valid dealer license.
E. If in the course of an audit or review by the legislative auditor, pursuant to the powers and duties in R.S. 24:513, a violation of this Section is found, the legislative auditor shall report such findings to the E. If in the course of an audit or review by the legislative auditor, pursuant to the powers and duties in R.S. 24:513, a violation of this Section is found, the legislative auditor shall report such findings to the Louisiana Motor Vehicle Commission. Acts 2010, No. 376, §1.

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

Pricing Sheet

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. 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	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	**New Asphalt Pothole Patcher, Truck-Mounted with Work Deck** • **4.25 cubic yard, 6 ton capacity – 112"L x 50"H x 78"W** • **GAWR FRONT: 10,000.00 LBS.** • **GAWR REAR: 21,000.00 LBS.** • **GVWR: 26,000.00 LBS.** **New Pro-Patch Model TCM 425-80-DHER Asphalt Pothole Patcher, Truck-Mounted OR APPROVED EQUAL.** **State Brand and Model # Bidding:** _____	1	EACH	$_____	$_____

Picture only denotes the general style, type, character and quality standard approved equal

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

Specifications:

General: The intent of this proposal is to establish prices for a **New Pro-Patch Model TCM 425-80-DHER Asphalt Pothole Patcher, Truck-Mounted** OR APPROVED EQUAL. These specifications represent standard requirements for City Parish Vehicles. Bids are based on the totality of "YES" responses. "YES" response(s) provided by bidders that are found to be incorrect during bid evaluation may result in a determination of bid non-responsiveness.

MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.	**MEET SPECIFICATIONS**	
As a minimum (any non-compliance must be marked "NO") each unit shall be equipped	**YES**	**NO**
GENERAL:		
The Pro-Patch model TCM 425-80-DHER is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions		
BODY DIMENSIONS		
The body is 112" long, 54" high and 78" wide. Hopper is 10 gauge steel and 16 gauge insulated jacket		
It has Diamond Tread safety step side fenders with body assist handles.		
Body has L.E.D. style stop, turn, emergency flashers and marker lights.		
The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high		
All electrical wiring shall be color coded, soldered, shrink wrapped in polyvinyl, and incased in conduit. MUD FLAPS INCLUDED.		
BODY INSULATION		
The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket		
CAPACITY		
The asphalt aggregate hopper holds 425 cubic yards.		
HEATING SYSTEMS		
The body shall have a dry radiant heat chamber heated by 2 each 67,000 BTU retort tube propane burners with vertical exhaust stacks.		
The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss.		
The burners are thermostat controlled and regulated at 10 PSI.		
The ignition system is 12 volt DC with electronic igniter		
Gas burner has a safety shut-off on loss of flame or excessive temperature		
Automatic safety shut-off when diesel pump is operating.		
Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater.		
Thermostats will be 0/300° F. solid state. Systems using Heat Transfer Oil are not acceptable.		
ELECTRONIC CONTROLS		
All electronic controls will be solid state shock resistant.		
Thermostat for tack oil tank is 50/200° F. Thermostat for asphalt aggregate hopper is 0/300° F. Digital with temperature read out.		
Thermostat for the asphalt hopper has built in high limit safety shut down switch.		

Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.		
EMULSION OIL TANK CAPACITY AND HEATING SYSTEM		
The tank, built onto the main body, has a capacity of 80 gallons and a double steel jacket with 2" insulation.		
The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source.		
The emulsion pump and all lines are in an insulated heated area.		
The tank has 220 volt thermostat controlled NEMA explosion proof dry well electric heater		
Tank has an 8" fill spout and a 2" gate valve on tank drain.		
For ease of maintenance or change out of heater, tank does not have to be drained.		
EMULSION REJUVENATOR		
The tank is equipped with an automatic rejuvenation system, Patent No. 16597547, that will help keep the emulsion oil from separating which will prevent pump and lines from clogging up and eliminate sludge build-up in the tank.		
ELECTRIC HEATING SYSTEM		
The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw OSHA required NEMA explosion proof dry well electric heater, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber		
The heating system is capable of maintaining heated material up to 300" F. during non-working hours.		
HYDRAULIC CONTROL VALVE		
Five spool, two-way, variable flow with 2200 PSI relief valve		
The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit.		
The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open		
Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system.		
The valve is operated from the rear of machine by remote levers		
To reduce maintenance problems the main directional control valve stack has no electric solenoids.		
HYDRAULIC OPERATED STEEL TOP DOORS		
Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity.		
Doors are insulated with 2" of high temperature insulation in a double steel jacket.		
The doors have rain seal caps and flex plates to keep asphalt out of door hinges.		
Each door shall have a 1 Vi" bore with 13" stroke hydraulic cylinder with bypass and flow control valves		
The controls for doors are at the rear of the unit.		
HYDRAULIC REAR LIFT PLATFORM FOR COMPACTOR		
Equipped with a hydraulically operated lift platform for loading or unloading compactor plate		
The platform has a Safety latch in the up position, an in cab "platform down" indicator light with compactor holding down brackets and A pavement breaker mount		
All controls for platform are at the rear of the unit.		
ASPHALT DISPENSING SYSTEM SCREW CONVEYOR TYPE		
10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted.		

Shall have a delivery chute with 120° of pivot Shall have a delivery chute with 120° of pivot		
Conveyor is driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse.		
Shall have a delivery chute with 120° of pivot		
All bearings can be greased through a feeder line mounted outside the unit from ground level.		
HYDRAULIC SECONDARY AUGER MOTOR		
A secondary, hydraulic, 13,000 in. lb. torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix.		
This also eliminates shearing coupler keys and bolts in the auger shaft.		
ASPHALT AGITATOR		
The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction.		
The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse		
All bearings can be greased through a feeder line mounted outside the unit from ground level.		
FRAME MOUNTED LP GAS BOTTLE		
50 Gallon frame mounted LP gas Bottle with quick fill connector, 10 PSI regulator and fuel sight gauge		
HAND TORCH		
For drying off repair site and cleaning hand tools, the unit has a 200,000 BTU propane hand torch with shut-off valve and 10' of hose with hose rack.		
Hand torch has mounting bracket for transport.		
TEMPERATURE GAUGES		
The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.		
LIQUID ASPHALT OIL PUMP		
A hydraulically driven, 11/2" self-priming, variable speed, reversible, rotary gear pump with relief valve.		
Operating at 20 GPM at 1200 RPM, 100 PSI.		
The emulsion pump and all oil lines are in an insulated heated area.		
The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip.		
Air injection systems do not have this capability.		
DIESEL FUEL / RELEASING AGENT STORAGE TANK		
An 18 gallon capacity tank, equipped with a 1.6 gpm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit.		
There shall be a connector valve for flushing road oil pump and lines and a 1" drain		
Work deck shall have an additional front mounted spray wand with 3 ft. of hose.		
DIESEL FUEL / RELEASING AGENT HOSE REEL		
Hose reel for diesel fuel / releasing agent, spray wand has 20' of hose. Reel is spring loaded auto-retractable.		
LIQUID ASPHALT HAND SPRAYER		
A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.		
HYDRAULIC PUMP		
PTO Direct mount hydraulic pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.		

HYDRAULIC OIL RESERVOIR		
30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler with 1" gate cutoff valve at filter.		
HYDRAULIC OIL COOLER		
An AKG 15 tube hydraulic oil cooler with shroud		
Fan operates on 12 vdc and is thermostat controlled at 115° F		
HYDRAULIC HOSE AND FITTINGS		
All high pressure hoses and crimped fittings have a minimum of 8000 PSI burst pressure.		
HYDRAULIC AIR COMPRESSOR		
A separate self-contained 25 CFM @ 125 PSI. 1200 RPM hydraulic driven air compressor with 60 PSI oil pump and cooling fan, used to blow out repair sight and other compressed air demands.		
Hydraulic and electric controls are located at right rear of unit. Air compressor comes with quick couplers, 20 foot air hose, 5 foot air blow gun with deadman control valve, 5 gallon air tank with cable assisted condensation drain and 150 psi relief valve.		
WATER TANK		
A frame mounted stainless steel ten (10) gallon tank with valve and hose. Water supply for asphalt compactor plate		
DRIP PAN		
An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work Day, with necessary valve for draining.		
WORK DECK		
22"x46" work deck shall be constructed of %" angle iron and 3/16" expanded metal and expanded metal steps with assist hand rails and shall be mounted between truck and hopper body.		
Deck provides easy and safe access to emulsion oil tank and asphalt hopper.		
SPOILS BIN		
The spoils bin is 30" wide with a 1.25 cubic yard capacity, gravity dump.		
Asphalt spoils may be loaded or discharged from both sides of the truck.		
16-LIGHT DIRECTIONAL ARROW BOARD		
State D.O.T. Approved Superior Signal model SRTA16. With 16 amber (L.E.D.) lights, 32 flash patterns, 8 patterns per function		
Arrow flashing left, right, and warning bar		
The board is mounted on the rear of the patch unit with in cab controls.		
STROBE LIGHT		
A pedestal mounted Meteorlight model SY2000 LED Amber, 80 Flashes per minute		
GRILL MOUNT STROBE LIGHT		
Two (2) Superior Signal SS-SYLED04-AA, LED Amber or White 4" Front Grill Strobe Lights, 22 flash patterns.		
MAXXIMO STT RECTANGLE 6.5” OVAL TAIL LIGHTS		
LED RED, CLEAR, AMBER, & STROBE tail lights		
BACKUP CAMERA		
Backup Camera RVS-770613 – Kit l Color w/ audio sound		
ASPHALT LUTE AND SHOVEL HOLDERS		
Two (2) each spring loaded asphalt lute and shovel holders.		
One (1) mounted driver's side and one (1) mounted curb side of unit.		
P.T.O.		
A Chelsea, 280 Series, Hot Shift with over speed.		

ELECTRONIC THROTTLE CONTROL		
A two (2) or three (3) speed, depending on application, rear mounted remote switch allows operator more control over which speed and pressure each particular job requires.		
As a safety feature, the switch will not function unless the park brake is set on the vehicle.		
FIRE EXTINGUSISHER		
10 LB ABC Fire Extinguisher		
COLOR		
Black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.		
SERVICE MANUALS AND TRAINING		
H.D. Industries, will furnish two (2) parts, service and operators manuals with a two (2) day training program for each machine and delivery.		
WARRANTY		
Full twelve (12) months against defects in material and workmanship of the body and on all parts and labor.		
The warranty shall also include factory technical support by email.		
Purchaser or end user shall be given a password that will give them 24 hour operating and maintenance instructions on any computer or smart phone.		

ATTACH DEVIATION NOTES:

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