

INVITATION TO BID	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	BID DUE DATE & TIME Date 12/06/16 11:00 AM
TITLE: A16-98836 Mowing of Residential Properties Owned by the Office of Community Development	RETURN BID TO: PURCHASING DIVISION PO BOX 1471 222 ST. LOUIS STREET ROOM 826 BATON ROUGE, LA 70802 Purchasing Analyst – Danielle D. Williams Telephone – 225-389-3259 x 313 Email: ddwilliams@brgov.com	
FILE NO. 05210-16 Annual Contract: A16-98836		
CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD		
Ad Dates: 11-21-16 & 11-28-16		
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	PRINTED NAME	

ENUMERATE ADDENDA RECEIVED (if any) _____

DELIVERY _____ DAYS MAXIMUM AFTER RECEIPT OF ORDER

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

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

The above signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. Bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

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.

Pricing Sheet

The purpose of this bid is to develop an annual contract for the mowing of grass for property owned by the Office of Community Development.

Unit of measure 1 square yard = 9 square feet

EXISTING PROPERTIES:

Mowing of properties currently owned by the Office of Community Development to include the locations listed below See Specifications.

	Location Address	Square Yardage Per Property	Unit of Measure	Price per Square Yard	Price per Location per Mowing
1	5790 Henagen Avenue	848.44	Square Yard	\$_____	\$_____
2	2550 Amarillo Street	1414.44	Square Yard	\$_____	\$_____
3	2979 Sycamore Street	833.88	Square Yard	\$_____	\$_____
4	6495 Callahan Street	363.11	Square Yard	\$_____	\$_____
5	4955 Longfellow Drive	771.66	Square Yard	\$_____	\$_____
6	1423 Harco Drive	968.00	Square Yard	\$_____	\$_____

NEW LOCATIONS ADDED TO THIS CONTRACT:

	Description	Unit of Measure	Price per Square Yard
7	Price per square yard for initial clean up of new properties added to this contract. See Specifications	Square Yard for Initial Cleanup	\$_____
8	Price per square yard for mowing of new properties added to this contract. See Specifications	Square Yard Per Mowing	\$_____

INSTRUCTIONS TO BIDDERS 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.
2. 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, Room 309, Municipal Building, 100 St. Ferdinand 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, Room 309, Municipal Building, 100 St. Ferdinand, Baton Rouge, Louisiana on or before the specified bid opening date and time. Late bids will not be accepted under any circumstances.
7. After opening, bids may not be withdrawn for a period of sixty (60) days.
8. 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 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.
10. All proposals must be signed. 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, Room 309, Municipal Building, 100 St. Ferdinand, P. O. Box 1471, Baton Rouge, Louisiana 70821, 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. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. 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.
20. City - Parish purchases are exempt from state and local taxes.
21. 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.
22. The City - Parish is an equal opportunity employer.
23. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
24. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

26. 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 accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

FEDERAL CLAUSES, IF APPLICABLE.

Anti-kickback clause. The contractor hereby agrees to adhere to the mandate dictated by the Copeland "anti-kickback" act Which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the Completion of work, to give up any part of the compensation to which he is otherwise entitled.

Clean air act. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

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).

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.

Anti-lobbying and debarment act. The contractor will be expected to comply with federal statutes required in the anti-lobbying Act and the debarment act.

Additional Requirements for this Bid

- Vendors will be required to submit a Non-Collusion Affidavit, Campaign Contribution Affidavit. Affidavit must be submitted within 10 days of bid opening. Failure to comply will result in bid rejection. EBR Parish reserves the right to award to the next lowest responsive bidder in this event.
- 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 reserves the right to cancel this contract with thirty (30) days written notice.
- Vendor should inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.
- The above quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City of Baton Rouge to increase or decrease the amount, at the unit price stated in the bid.
- It is the intention of the City of Baton Rouge Purchasing Department to award this contract all or none to the overall lowest responsive and responsible bidder based upon the bid prices and discount percentage(s) from the manufacturers published price list(s).
- The City-Parish reserves the right to delete a location.

Job Site Visit

Not required but strongly suggested

Interested bidders **should** inspect the job sites prior to bidding.

Below are list of the properties that are currently to use this contract.

Location Address

- 5790 Henagen Avenue, Baton Rouge LA
- 2550 Amarillo Street, Baton Rouge LA
- 2979 Sycamore Street, Baton Rouge LA
- 6495 Callahan Street, Baton Rouge LA
- 4955 Longfellow Drive, Baton Rouge LA
- 1423 Harco Drive, Baton Rouge LA

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

EMPLOYEES NAME

EXPERIENCE

YEARS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

EQUIPMENT LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

THE ATTACHED SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, UNINCORPORATED FIRM OR A CORPORATION

**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 MUST 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 MUST 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

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

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

Annual Contract Number A16-98836

Contract Period :One Year From Date Of Award

Title: Mowing of Residential Properties Owned by the Office of Community Development

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. The Contractor's Proposal with all attachments.
 - B. The Specifications.
 - C. 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 attachment A:
5. **RIGHT TO AUDIT:** The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

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

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

WITNESS:

Owner

By _____

Patti J. Wallace CPPB
Director of Purchasing

WITNESS:

Contractor

By _____

Typed Name and Title

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____

receiving value for services rendered in connection with the

Mowing of Residential Properties Owned by the Office of Community Development

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____ 2013.
Baton Rouge, Louisiana.

NOTARY PUBLIC

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

Specifications:

**Mowing of Residential Properties Owned by the Office of Community Development
Contract No. A16-98836**

Mowing and landscape maintenance of the properties owned by the Office of Community Development. Price to include: picking up/disposal of trash, leaves, sticks and all debris at the site, edging/moving/weed-eating of lawn area.

The mowing should be done :

- Every 2 weeks March - October and once a month November -February.
- The agency may request that the vendor add to this schedule on an as needed basis.

The work to be accomplished consists of furnishing all labor, materials, insurance, supervision, and equipment necessary to perform litter and trash removal, mow, and trim grass and weeds. Contractor shall pick up and properly dispose of all trash and debris ahead of the mowing operation. Cost of trash and litter pickup is to be included in the per square yard cost. No extra payment will be made for this activity. Weed-eating, trimming and cutting of grass is required around all fixed objects such as sign posts, shrubs, culvert ends, out buildings and fences. Trimming shall follow the mowing operation by no more than twenty four (24) hours.

•**Debris Control-** All debris resulting from work performed by the contractor shall be removed prior to the contractor departing from the worksite upon each visit.

The Contractor/Subcontractors:

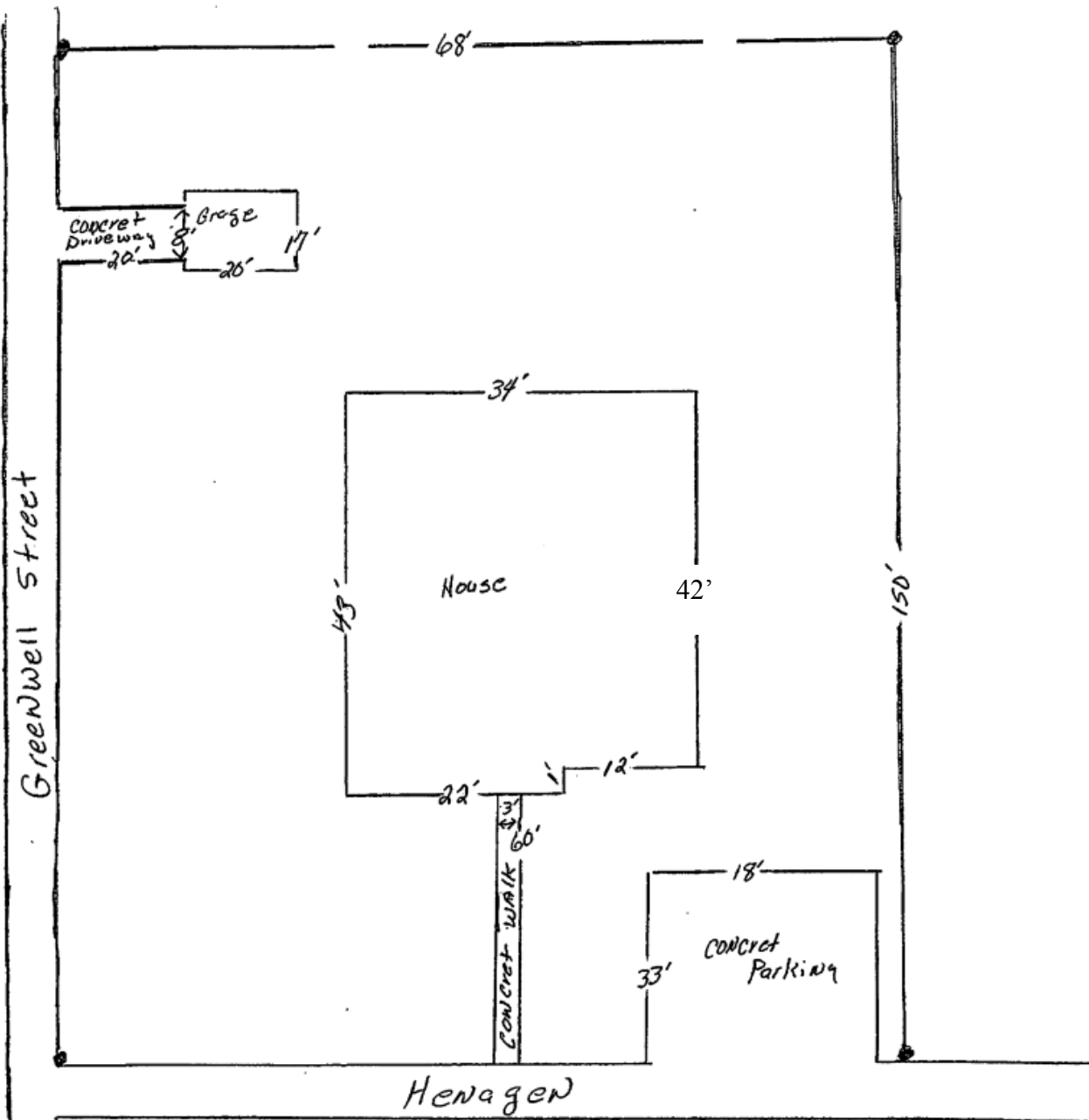
- Will provide insurance required on Contractor's And Sub Contractor's Insurance page.
- Employees will be uniformed, and all company vehicles and trailers must carry company logos.

New Locations Added To This Contract:

Initial clean up of new locations: will include pick-up and disposal of all trash and debris on the property, mowing and weed-eating of the location.

Maintenance of new locations:

Any new properties will be priced per square yard to maintain on an as requested basis and will include all of the specifications above.



LOT : 10'200 sq ft

House : 1450 sq ft

Garge : 340 sq ft

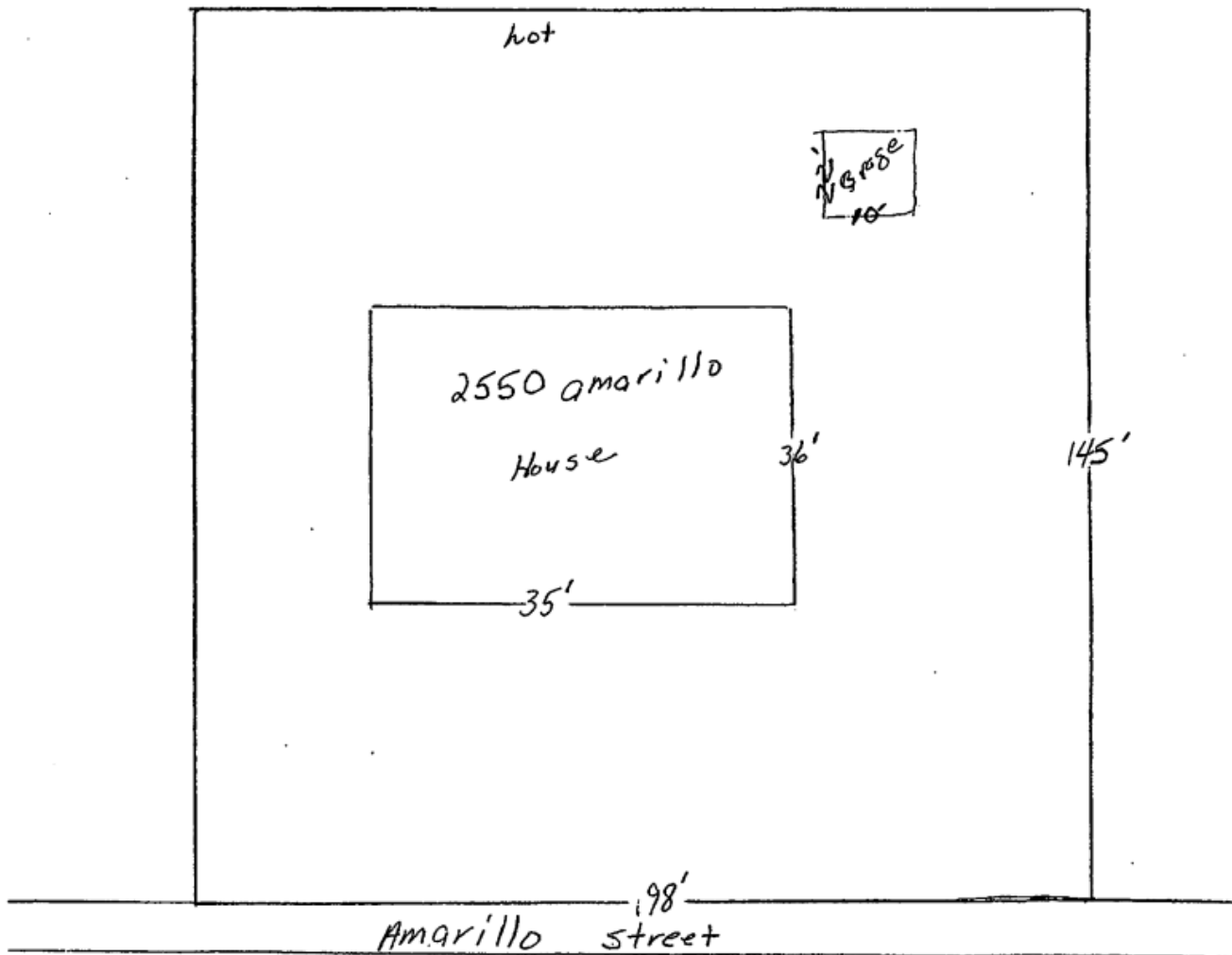
Parking : 594 sq ft

sidewalk : 180 sq ft

GRASS to be cut
7,636 sq foot

5790 Henagon

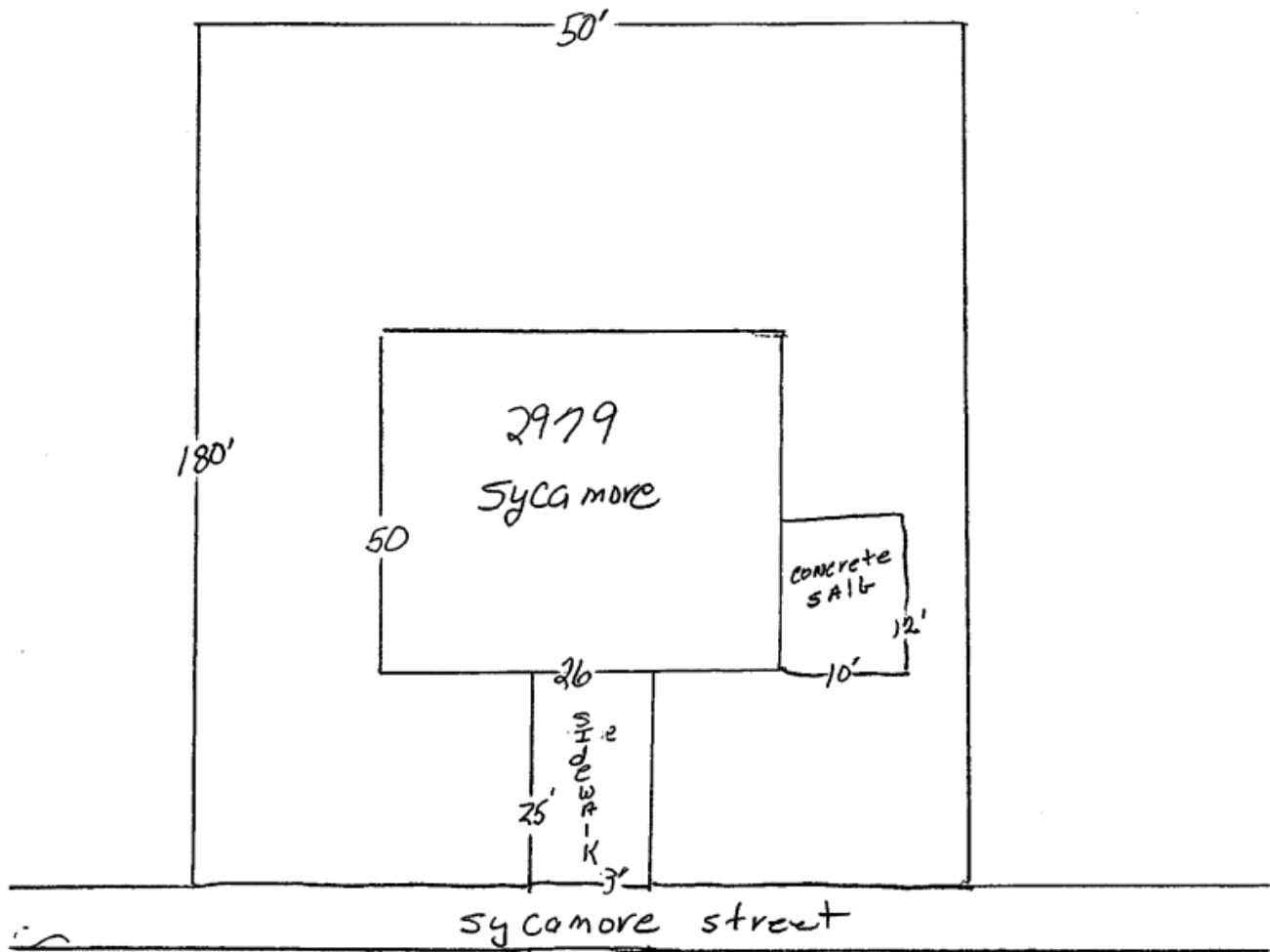
848.44 square yards



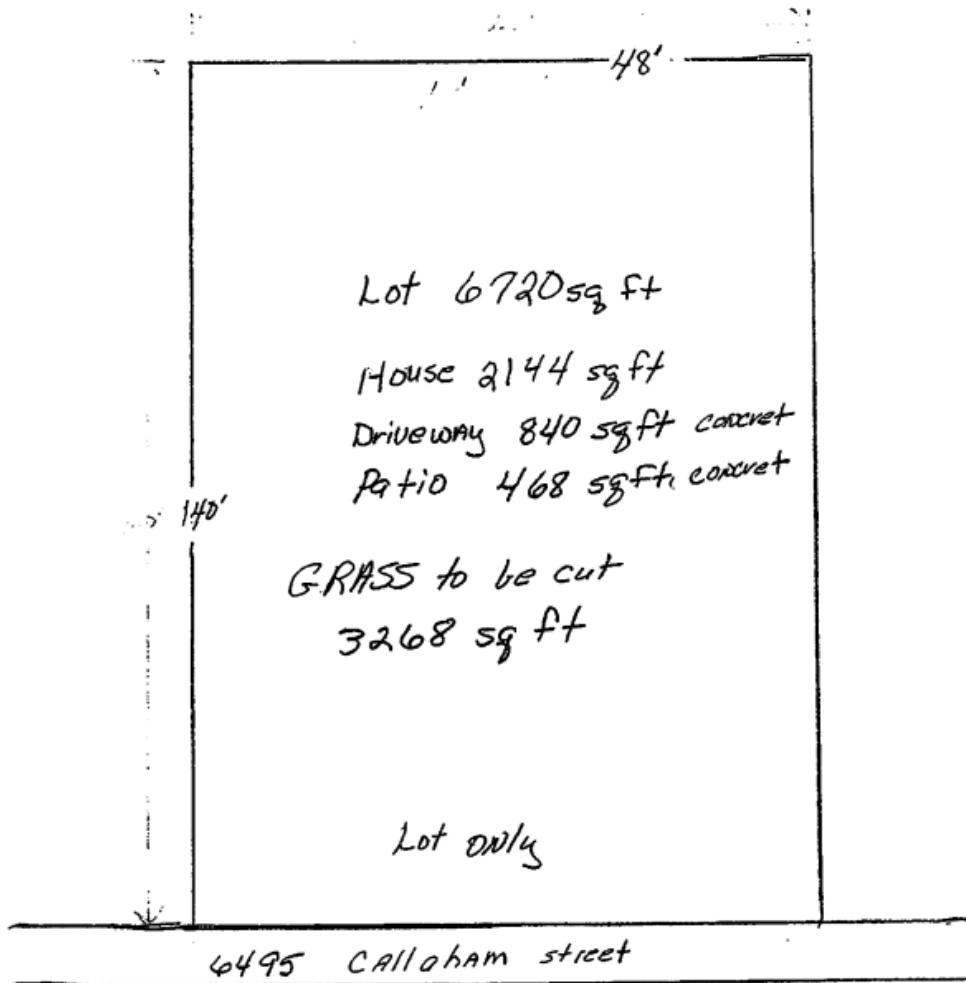
Lot 14,210 sq ft.
House 1,260 sq ft
Grass 220 sq ft

Gas to be cut 12,730 sq ft

1414.44 square yards

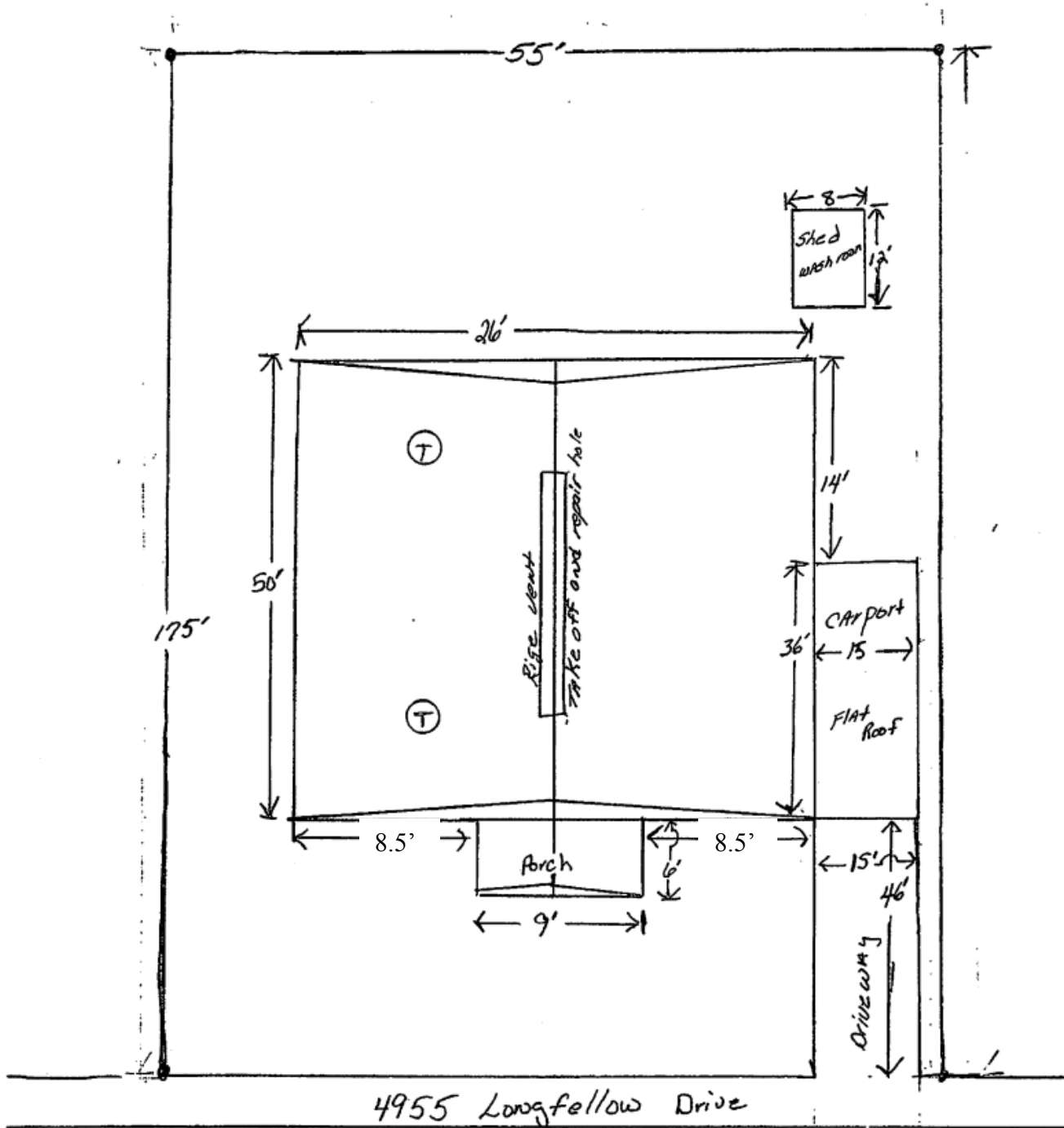


Lot	9000 sq ft
House	1300 sq ft
concrete	195 sq ft
Grass to be cut 7505 sq ft	



Callahan House

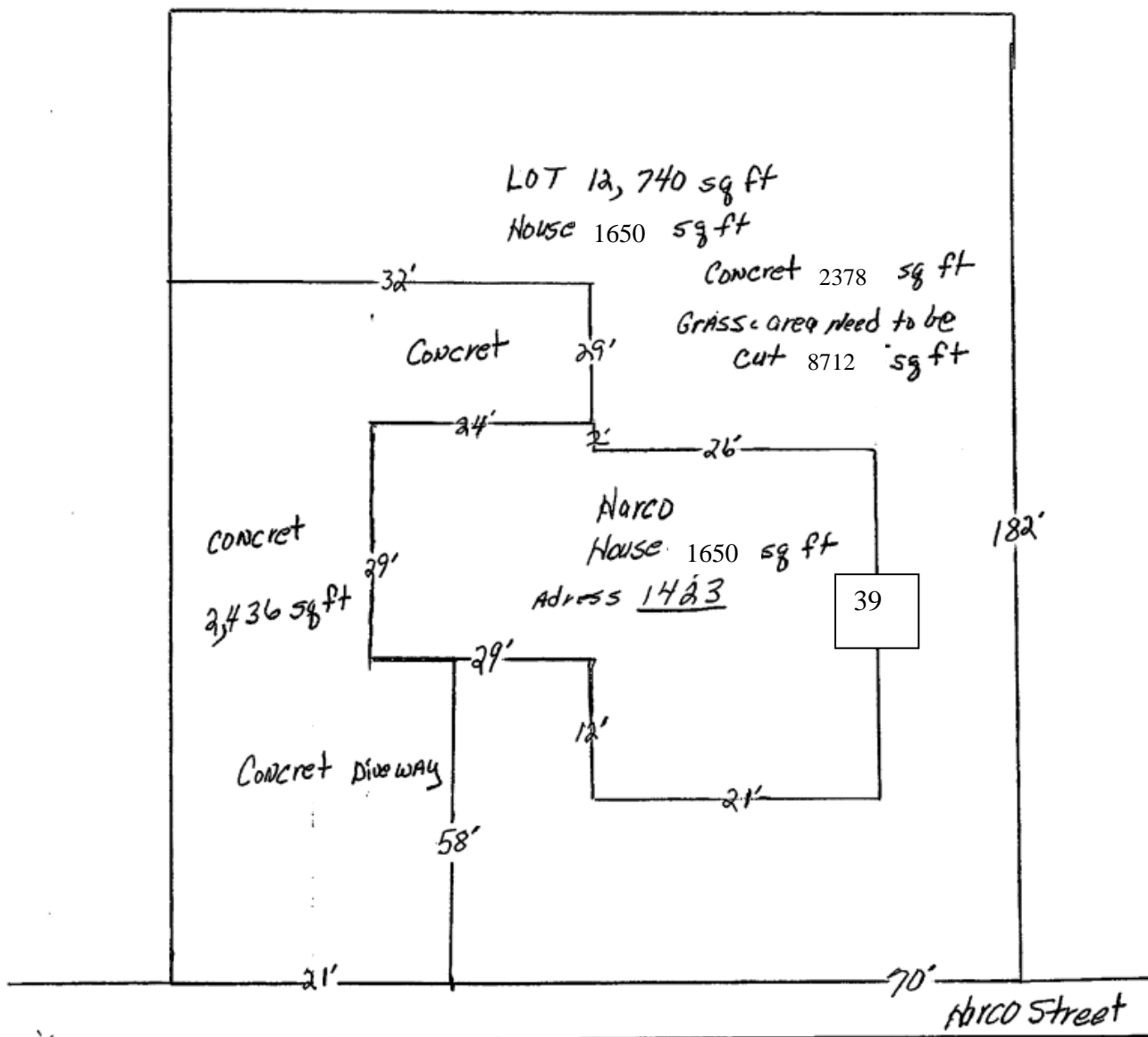
363.11 square yards



LOT : 9,625 sq ft
 House : 1354 sq ft
 Shed : 96 sq ft

concret 1230 sq ft
 GRASS To Be cut 6,945 sq ft

771.66 square yards



968.00 square yards