



Office of the Mayor-President
Purchasing Division

City of Baton Rouge
Parish of East Baton Rouge
222 St. Louis Street. Rm. 826
P.O. Box 1471
Baton Rouge, Louisiana 70821

225/389-3259 FAX 225/389-4841
purchasinginfo@brgov.com

Patti J. Wallace, CPPB
Director of Purchasing

NOTIFICATION OF CONTRACT AWARD

December 17, 2018

Ferguson Waterworks dba Louisiana Utilities Supply Co
Attn: Brian Roy
2056 Sorrel Ave.
Baton Rouge, LA 70802

RE: A18-0658 – PVC & Sewer Pipe & Fittings – Groups (1-6 & 8-10))
Munis Contract# 800001550

Dear Brian Roy,

This is official notification that the contract referenced above has been awarded to you based on your bid submitted to the City of Baton Rouge, Purchasing Dept. Enclosed is a copy of the Contract Award. This contract shall be effective for a period beginning **September 1, 2018 thru August 31, 2019** or until such time as the City of Baton Rouge Purchasing informs you by a thirty (30) day written notice that this contract will be cancelled.

If you have any questions concerning the above, please contact Donald Hunter at 225-389-3259 ext. 309 or e-mail dhunter@brla.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patti J. Wallace", is written over a circular blue ink stamp.

Patti J. Wallace, CPPB
Director of Purchasing

PJW:dh

Enclosure

12/17/2018 08:52
DHUNTER

City and Parish of Baton Rouge -
CONTRACTS

P 1
cmentpst

Contract: 800001550
Vendor: LOUISIANA UTILITIES SUPPLY CO (759)
Status: APPROVED (6)
Enforcement method: Not to Exceed

Dept/Loc: PURCHASING (4500)
Bid/RFP:
Project:

Printed: N
To Be Rolled: Y

Fiscal yr/period: 2018 12
Description: A18-0658 PVC AND SEWER PIPE FITT GRP 1-6 & 8-10

Type: Annual City Parish
Subtype:
Review code:
Administrator: DHUNTER - Donald Hunter
Workflow: None
Ceiling Notification Percent: 0.00

Dates:
Entered: 12/11/2018 Entered By: Donald Hunter
Awarded:
Approved:
Expire: 08/31/2019
Renewal action:
Extended through:
Estimated start: 09/01/2018
Estimated end:
Modified: 12/11/2018 Times Modified:0

Retainage:
Bonds in Lieu: N
Recalculate cap amount with change orders: Y
Recalculate retainage differences with change orders and payments: N
Cap: 0.00
Retained to date: 0.00
Liquidated: 0.00
Permanently withheld: 0.00

Contract Completion Starting Percent	Contract Completion Ending Percent	Percent to Retain
0.000	100.000	0.000

TOTALS:		Liquidated Amt:	0.00
Original:	27,915.55	Unrelieved:	27,915.55
Revised:	27,915.55		
Open Req:	0.00		
Open PO:	0.00		
Expended:	0.00		
Available:	27,915.55		

Amounts: Year	Revised Amount	Available Amount
2018	4,000.00	4,000.00

8-2-18

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the 01 day of September, 2018, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and Ferguson Waterworks dba Louisiana Utilities Supply Company (herein after called "Contractor").

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

Annual Contract Number and Title A18-0658 PVC and Sewer Pipe Fittings: Group (G) 1 (Items 1-3), G2 (Items 4-15), G3 (Items 16-19), G4 (Items 20-25), G5 (Items 26-28), G6 (Items 29-31), G8 (Item 34), G9 (Items 35-41), G10 (Items 42-47).

Contract Period: September 1, 2018 – August 31, 2019

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

- A. Bid Documents complete with terms and conditions
- B. The Contractor's Proposal with all attachments.
- C. The Specifications

D. The following enumerated addenda:

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

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

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

Tyler Burton
Tyler Burton

By Sharon Weston Broome
Sharon Weston Broome, Mayor President

WITNESS:

Ferguson Waterworks dba Louisiana Utilities Supply Company
Contractor

Loretta L. Bodi

By Brian Roy
BRIAN ROY GENERAL MANAGER
(Typed Name and Title)

APPROVED AS TO FORM

PARISH ATTORNEY'S OFFICE

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
Sewer Pipe PVC Schedule 35 With Gasket 14' Lengths - GROUP #1 BID ITEMS 1-3					
001	4" Gasket Bell Warehouse Stock Number 6586006263 - State Brand and Model Bidding: Diamond, Sanderson or North America	196	FOOT	\$1.08	\$211.68
002	6" Gasket Bell Warehouse Stock Number 658600627 Diamond, Sanderson or North America	5040	FOOT	\$2.40	\$12,096.00
003	8" Gasket Bell State Warehouse Stock Number 6586008279 State Brand and Model Bidding: Diamond, Sanderson or North America	2128	FOOT	\$4.32	\$9,192.96
PVC TEE'S Schedule 35 Bell - GROUP #2 BID ITEMS 4-15					
004	6" X 6" Sanitary Warehouse Stock Number 6598506271 State Brand and Model Bidding: Multi Fittings 043449	285	EACH	\$26.94	\$7,677.90
005	4" X 4" Straight Warehouse Stock Number 6598508263 State Brand and Model Bidding: Multi Fittings 063104	8	EACH	\$8.98	\$71.84
006	4" X 4" Sanitary Warehouse Stock Number 6598508267 State Brand and Model Bidding: Multi Fittings 043156	15	EACH	\$10.68	\$160.20
007	6" X 4" Sanitary Warehouse Stock Number 6598508270 Multi Fittings 043158	8	EACH	23.10	\$184.80

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

PVC TEE'S Schedule 35 Bell - GROUP #2 BID ITEMS 4-15					
008	6" X 6" Straight Warehouse Stock Number 6598506275 State Brand and Model Bidding: Multi Fittings <u>063106</u>	10	EACH	\$19.26	\$192.60
009	8" X 6" Straight Warehouse Stock Number 6598508279 State Brand and Model Bidding: Multi Fittings <u>063096</u>	5	EACH	\$30.10	\$150.50
010	8" X 6" Sanitary Warehouse Stock Number 6598508280 State Brand and Model Bidding: Multi Fittings <u>043160</u>	100	EACH	\$33.65	\$3,365.00
011	10" X 10" Straight Warehouse Stock Number 6598508287 State Brand and Model Bidding: Multi Fittings <u>043089</u>	1	EACH	\$156.14	\$156.14
012	12" X 12" Straight Warehouse Stock Number 6598508287 State Brand and Model Bidding: Multi Fittings <u>043101</u>	1	EACH	\$224.37	\$224.37
013	15" X 6" Straight Warehouse Stock Number 6598509300 State Brand and Model Bidding: Multi Fittings <u>043110</u>	1	EACH	\$202.09	\$202.09

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
PVC TEE'S Schedule 35 Bell - GROUP #2 BID ITEMS 4-15					
014	1658605" X 8" Straight Warehouse Stock Number 6598509301 State Brand and Model Bidding: Multi Fittings 04311 1	1	EACH	\$217.57	\$217.57
015	18" X 18" Straight Warehouse Stock Number 6598509318 State Brand and Model Bidding: Multi Fittings 043444	1	EACH	\$613.71	\$613.71
PVC Cap's Schedule 35 Gasket - Group #3 16-19					
016	4" Bell Warehouse Stock Number 6592727263 State Brand and Model Bidding: Multi Fittings 063734	2	EACH	\$2.70	\$16.20
017	6" Screw cap for 6" clean out plug Warehouse Stock Number 6592730280 State Brand and Model Bidding: Multi Fittings 040926	2	EACH	\$8.13	\$16.26
018	6" Bell Warehouse Stock Number 6592727271 State Brand and Model Bidding: Multi Fittings 043736	10	EACH	\$4.14	\$41.40
019	8" Bell Warehouse Stock Number 6592732279 State Brand and Model Bidding: Multi Fittings 043738	40	EACH	\$14.69	\$587.60

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
PVC ELL Schedule 35 With Gasket - Group #4 20-25					
020	8" Bell Warehouse Stock Number 6592732279 State Brand and Model Bidding: Multi Fittings <u>043738</u>	10	EACH	\$14.69	\$146.90
021	4" - 22-1/2° Warehouse Stock Number 6594120264 State Brand and Model Bidding: Multi Fittings <u>063964</u>	2	EACH	\$5.53	\$11.06
022	4" - 45° Warehouse Stock Number 6594102263 State Brand and Model Bidding: Multi Fittings <u>063504</u>	2	EACH	\$5.55	\$11.10
023	4" - 90° Warehouse Stock Number 6594120115 State Brand and Model Bidding: Multi Fittings <u>043235</u>	81	EACH	\$8.72	\$706.32
024	6" - 45° State Product Bid Warehouse Stock Number 6594104271 State Brand and Model Bidding: Multi Fittings <u>063506</u>	2	EACH	\$11.26	\$22.52
025	6" - 90° State Product Bid Warehouse Stock Number 594110275 State Brand and Model Bidding: Multi Fittings <u>063216</u>	2	EACH	\$12.84	\$25.68

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
WYE'S Schedule 35 With Gasket - Group #5 Bid Items 26-28					
026	4" X 4" Warehouse Stock Number 6599450263 State Brand and Model Bidding: Multi Fittings 063304	2	EACH	\$9.56	\$19.12
027	6" X 6" Warehouse Stock Number 6599454115 State Brand and Model Bidding: Multi Fittings 063306	48	EACH	\$21.96	\$1,054.08
028	8" X 6" Warehouse Stock Number 6599470279 State Brand and Model Bidding: Multi Fittings 063296	28	EACH	\$34.51	\$966.28
PVC Clean Out Plug Schedule 35 - Group # 6 Bid Items 29-31					
029	4 /w hub & screw plug Warehouse Stock Number 6590605263 State Brand and Model Bidding: Multi Fittings 040949 & 040424	12	EACH	\$4.28	\$51.36
030	6" w/hub Warehouse Stock Number 6590605275 State Brand and Model Bidding: Multi Fittings: 040952 & 040926	316	EACH	\$20.70	\$6,541.20
031	8" Warehouse Stock Number 6590605279 State Brand and Model Bidding: Multi Fittings 040945 & 040927	3	EACH	\$71.25	\$213.75

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
ARC Non Shear Rubber Coupling - Group #8 Bid Item 32					
032	8" clay x 8' plastic Warehouse Stock Number 6705217679 State Brand and Model Bidding: Mission Rubber MR0288ARC	125	EACH	\$35.40	\$4,425.00
Flex Rubber Coupling - Group #9 Bid Items 33-39					
033	4" PVC x 4" PVC Warehouse Stock Number 6705236263 State Brand and Model Bidding: Mission Rubber MR5644	28	EACH	\$4.31	\$120.68
034	4" PVC x 4" concrete Warehouse Stock Number 6705222263 State Brand and Model Bidding: Mission Rubber MR0644	15	EACH	\$4.65	\$69.75
035	4" clay x 4" PVC State Warehouse Stock Number 6705212263 State Brand and Model Bidding: Mission Rubber MR0244	12	EACH	\$4.31	\$51.72
036	6" PVC x 6" PVC Warehouse Stock Number 6705238271 State Brand and Model Bidding: Mission Rubber MR5666	114	EACH	\$9.22	\$1,051.08
037	6" clay x 6" PVC Warehouse Stock Number 6705214271 State Brand and Model Bidding: Mission Rubber MR0266	146	EACH	\$9.22	\$1,346.12

EXHIBIT A

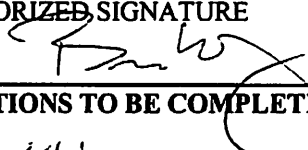
Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
Flex Rubber Coupling - Group #9 Bid Items 33-39					
038	6" PVC x 4" PVC Warehouse Stock Number 6705237263 State Brand and Model Bidding: Mission Rubber MR5664	184	EACH	\$10.82	\$1,990.88
039	6" PVC x 4" clay Warehouse Stock Number 6705223271 State Brand and Model Bidding: Mission Rubber MR0246	14	EACH	\$11.07	\$154.98
Flex Rubber Coupling Group #10 Bid Items 40-45					
040	6" clay x 4" PVC Warehouse Stock Number 6705214263 State Brand and Model Bidding: Mission Rubber MR0264	10	EACH	\$10.82	\$108.20
041	6" PVC x 5" PVC Warehouse Stock Number 6705237267 State Brand and Model Bidding: Mission Rubber MR5665	76	EACH	\$11.46	\$870.96
042	8" PVC x 6" clay Warehouse Stock Number 6705215279 State Brand and Model Bidding: Fernco 100268	4	EACH	\$23.71	\$94.84
043	8" x 6" PVC Warehouse Stock Number 6705239271 State Brand and Model Bidding: Mission Rubber MR5686	93	EACH	\$17.12	\$1,592.16

EXHIBIT A

Annual Contract: A18-0658 – PVC and Sewer Pipe Fittings
Vendor: Ferguson Waterworks dba Louisiana Utilities Supply Company

ITEM NO.	Description	EST. ANNUAL USE	Unit of Measure	UNIT PRICE	EXTENDED PRICE
Flex Rubber Coupling Group #10 Bid Items 42-47					
044	8 clay x 8" PVC Warehouse Stock Number 6705216279 State Brand and Model Bidding: Mission Rubber MR0288	5	EACH	\$14.18	\$70.90
045	8' PVC x 8" PVC Warehouse Stock Number 6705240279 State Brand and Model Bidding: Mission Rubber MR5688	52	EACH	\$14.18	\$737.36

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 05/18/2018 11:00 AM CST
TITLE: PVC & SEWER PIPE & FITTINGS		RETURN BID TO: PURCHASING DIVISION
FILE NO: A18-0658 REQ NO: AD DATES: 05/03/2018 & 05/10/2018		<u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
SHIP TO ADDRESS: BUS OPS AND CAPITAL PROGRAMS WARHOUSE 3055 VALLEY ST., BATON ROUGE, LA 70808		Contact Regarding Inquiries: Purchasing Analyst : Donald Hunter Telephone Number: 225-389-3259 x 309 Email: <u>dhunter@brgov.com</u>
VENDOR NAME Ferguson Waterworks	MAILING ADDRESS 2056 Sorrel Avenue	
REMIT TO ADDRESS	CITY, STATE, ZIP Baton Rouge, LA 70802	
TELEPHONE NO. 225-383-8916	FAX NO. 225-387-5252	E-MAIL brandt.ray@ferguson.com
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER 54-1211771	TITLE Branch Manager	
AUTHORIZED SIGNATURE 	PRINTED NAME BRIAN RAY	
QUESTIONS TO BE COMPLETED BY VENDOR: <div style="float: right; border: 1px solid black; padding: 5px; transform: rotate(-2deg);">ORIGINAL</div> <ol style="list-style-type: none"> <u>14 days</u> STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER <u>0</u> % 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. <u>0</u> STATE ENUMERATED ADDENDA RECEIVED (IF ANY) 		

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

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

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

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted. If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

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

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. 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.brla.gov, 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. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
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. 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.
23. 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.
24. In accordance with the provisions of L.A. 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. 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.
26. 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.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

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

28. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. 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>.
30. 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.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

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

II. Termination and Settlement

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

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

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

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

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

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

VII. Contract Work Hours and Safety Standards Act

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

VIII. Rights to Inventions Made Under a Contract or Agreement

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

IX. Clean Air Act

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

X. Clean Water Act.

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

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163). Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

Specifications:

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.

SPECIFICATIONS FOR ARC NON SHEAR RUBBER COUPLINGS (ITEM 34)

CONFORMS TO ASTM C 425, ASTM C 1173.

300 SERIES STAINLESS STEEL SHEAR RINGS AND CLAMPING BANDS WITH MINIMUM THICKNESS OF .012" CONFORM TO ASTM A 240.

316 STAINLESS STEEL CLAMPS WITH NUT AND BOLT TAKEUP ARE STANDARD AND MEET ALL REQUIREMENTS OF ASTM A-240.

MUST MEET OR EXCEED MISSION ARC NON SHEAR COUPLINGS.

SPECIFICATIONS FOR DUCK BILL FLAPPER VALVES (ITEMS 32 & 33)

8" AND 10" DUCK BILL FLAPPER VALVE

BODY OF VALVE TO BE SCHEDULE 35 PVC PIPE.

DUCK BILL FLAPPER TO BE W/ PVC (COVERS 22-1/2° CUT ON 8 PVC PIPE BY 3/16.. LARGER THAN PIPE OD)

SADDLE WHICH HOLDS DUCK BILL FLAPPER TO PIPE TO BE PVC.

HINGE ATTACHED TO SADDLE TO BE OF PVC

PIPE TO HOLD HINGE ON TO SADDLE TO BE WITH SCREW CAPS ON EACH END

PIPE TO BE SCHEDULE 35 WITH ONE END CUT AT A 22-1/2° ANGLE FOR DUCK BILL FLAPPER TO FIT.

PIPE'S OTHER END TO BE EITHER A STUB (SPIGOT) END OR A BELL END USER'S CHOICE

HINGE AND SADDLE TO BE ATTACHED TO PIPE WITH SUITABLE PVC GLUE.

Schedule of Bid Items – A18-0658

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
SEWER PIPE PVC SCHEDULE 35 WITH GASKET 14' LENGTHS					
0001	4" Gasket Bell Warehouse Stock Number 6586006263 State Brand and Model Bidding: <u>Diamond, Sanderson, or</u> <u>North American</u>	196	Foot	\$ <u>1.08</u>	\$ <u>211.68</u>
0002	6" Gasket Bell Warehouse Stock Number 658600627 State Brand and Model Bidding: <u>Diamond, Sanderson, or</u> <u>North American</u>	5,040	Foot	\$ <u>2.40</u>	\$ <u>12,096.⁰⁰</u>
0003	8" Gasket Bell State Warehouse Stock Number 6586008279 State Brand and Model Bidding: <u>Diamond, Sanderson, or</u> <u>North American</u>	2,128	Foot	\$ <u>4.32</u>	\$ <u>9,192.96</u>
PVC TEE'S SCHEDULE 35 BELL					
0004	6" X 6" Sanitary Warehouse Stock Number 6598506271 State Brand and Model Bidding: <u>Multi Fittings 043449</u>	285	Each	\$ <u>26.94</u>	\$ <u>7,677.33</u> <div style="text-align: right;">(2LB) 90</div>

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0005	4" X 4" Straight Warehouse Stock Number 6598508263 State Brand and Model Bidding: <u>Multi Fittings 063104</u>	8	Each	\$ <u>8.98</u>	\$ <u>71.84</u>
0006	4" X 4" Sanitary Warehouse Stock Number 6598508267 State Brand and Model Bidding: <u>Multi Fittings 043156</u>	15	Each	\$ <u>10.68</u>	\$ <u>160.20</u>
0007	6" X 4" Sanitary Warehouse Stock Number 6598508270 <u>Multi Fittings 043153</u>	8	Each	\$ <u>23.10</u>	\$ <u>184.80</u>
0008	6" X 6" Straight Warehouse Stock Number 6598506275 State Brand and Model Bidding: <u>Multi fittings 063106</u>	10	Each	\$ <u>19.26</u>	\$ <u>192.60</u>
0009	8" X 6" Straight Warehouse Stock Number 6598508279 State Brand and Model Bidding: <u>Multi Fittings 063096</u>	5	Each	\$ <u>30.10</u>	\$ <u>150.50</u>
0010	8" X 6" Sanitary Warehouse Stock Number 6598508280 State Brand and Model Bidding: <u>Multi Fittings 043160</u>	100	Each	\$ <u>33.65</u>	\$ <u>3,365.00</u>
0011	10" X 10" Straight Warehouse Stock Number 6598508287 State Brand and Model Bidding: <u>Multi fitting 043089</u>	1	Each	\$ <u>156.14</u>	\$ <u>156.14</u>

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0012	12" X 12" Straight Warehouse Stock Number 6598508287 State Brand and Model Bidding: <u>Multi. Fittings 043101</u>	1	Each	\$ <u>224.37</u>	\$ <u>224.37</u>
0013	15" X 6" Straight Warehouse Stock Number 6598509300 State Brand and Model Bidding: <u>Multi fittings 043110</u>	1	Each	\$ <u>202.09</u>	\$ <u>202.09</u>
0014	15" X 8" Straight Warehouse Stock Number 6598509301 State Brand and Model Bidding: <u>Multi. Fittings 043111</u>	1	Each	\$ <u>217.57</u>	\$ <u>217.57</u>
0015	18" X 18" Straight Warehouse Stock Number 6598509318 State Brand and Model Bidding: <u>Multi. Fitting 043444</u>	1	Each	\$ <u>613.71</u>	\$ <u>613.71</u>
PVC CAP'S SCHEDULE 35 GASKET					
0016	4" Bell Warehouse Stock Number 6592727263 State Brand and Model Bidding: <u>Multi. Fittings 063734</u>	6	Each	\$ <u>2.70</u>	\$ <u>16.20</u>
0017	6" Screw cap for 6" clean out plug Warehouse Stock Number 6592730280 State Brand and Model Bidding: <u>Multi. Fitting 040926</u>	2	Each	\$ <u>8.13</u>	\$ <u>16.26</u>

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0018	6" Bell Warehouse Stock Number 6592727271 State Brand and Model Bidding: <u>Multi. fittings 043736</u>	10	Each	\$ <u>41.4</u>	\$ <u>414.0</u>
0019	8" Bell Warehouse Stock Number 6592732279 State Brand and Model Bidding: <u>Multi. fittings 043738</u>	40	Each	\$ <u>14.69</u>	\$ <u>587.60</u>
PVC ELL SCHEDULE 35 WITH GASKET					
0020	8" Bell Warehouse Stock Number 6592732279 State Brand and Model Bidding: <u>Multi. fittings 043738</u>	10	Each	\$ <u>14.69</u>	\$ <u>146.90</u>
0021	4" - 22-1/2° Warehouse Stock Number 6594120264 State Brand and Model Bidding: <u>Multi. fittings 063964</u>	2	Each	\$ <u>5.53</u>	\$ <u>11.06</u>
0022	4" - 45° Warehouse Stock Number 6594102263 State Brand and Model Bidding: <u>Multi. fittings 063504</u>	2	Each	\$ <u>5.55</u>	\$ <u>11.10</u>
0023	4" - 90° Warehouse Stock Number 6594120115 State Brand and Model Bidding: <u>Multi. fittings 043235</u>	81	Each	\$ <u>8.72</u>	\$ <u>706.32</u>

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0024	6" - 45° State Product Bid Warehouse Stock Number 6594104271 State Brand and Model Bidding: <u>Multi Fittings 063506</u>	2	Each	\$ <u>11.26</u>	\$ <u>22.52</u>
0025	6" - 90° State Product Bid Warehouse Stock Number 594110275 State Brand and Model Bidding: <u>Multi fittings 063216</u>	2	Each	\$ <u>12.84</u>	\$ <u>25.68</u>
WYE'S SCHEDULE 35 WITH GASKET					
0026	4" X 4" Warehouse Stock Number 6599450263 State Brand and Model Bidding: <u>Multi fittings 063304</u>	2	Each	\$ <u>9.56</u>	\$ <u>19.12</u>
0027	6" X 6" Warehouse Stock Number 6599454115 State Brand and Model Bidding: <u>Multi fittings 063306</u>	48	Each	\$ <u>21.96</u>	\$ <u>1,054.08</u>
0028	8" X 6" Warehouse Stock Number 6599470279 State Brand and Model Bidding: <u>Multi fittings 063296</u>	28	Each	\$ <u>34.51</u>	\$ <u>966.28</u>

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PVC CLEAN OUT PLUG SCHEDULE 35					
0029	4 /w hub & screw plug Warehouse Stock Number 6590605263 State Brand and Model Bidding: <u>Multi Fitting 040949 &</u> <u>040424</u>	12	Each	\$ <u>4.28</u>	\$ <u>51.36</u>
0030	6" w/hub Warehouse Stock Number 6590605275 State Brand and Model Bidding: <u>Multi Fitting 040952 &</u> <u>040926</u>	316	Each	\$ <u>20.70</u>	\$ <u>6,541.20</u>
0031	8" Warehouse Stock Number 6590605279 State Brand and Model Bidding: <u>Multi Fitting 040945 &</u> <u>040927</u>	3	Each	\$ <u>71.25</u>	\$ <u>213.75</u>
PVC DUCT BILL FLAPPER VALVES Per Attached Specification					
0032	8" Warehouse Stock Number 6707050175 State Brand and Model Bidding: _____	8	Each	\$ <u>N/A</u>	\$ _____
0033	10" Warehouse Stock Number 6707050250 State Brand and Model Bidding: _____	9	Each	\$ <u>N/A</u>	\$ _____
ARC NON SHEAR RUBBER COUPLING Per Attached Specification					
0034	8" clay x 8' plastic Warehouse Stock Number 6705217679 State Brand and Model Bidding: <u>Mission Rubber HR0288 ARC</u>	125	Each	\$ <u>35.40</u>	\$ <u>4,425.00</u>

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
FLEX RUBBER COUPLING					
0035	4" PVC x 4" PVC Warehouse Stock Number 6705236263 State Brand and Model Bidding: <u>Mission Rubber MR5644</u>	28	Each	\$ <u>4.31</u>	\$ <u>120.68</u>
0036	4" PVC x 4" concrete Warehouse Stock Number 6705222263 State Brand and Model Bidding: <u>Mission Rubber MR0644</u>	15	Each	\$ <u>4.65</u>	\$ <u>69.75</u>
0037	4" clay x 4" PVC State Warehouse Stock Number 6705212263 State Brand and Model Bidding: <u>Mission Rubber MR0244</u>	12	Each	\$ <u>4.31</u>	\$ <u>51.72</u>
0038	6" PVC x 6" PVC Warehouse Stock Number 6705238271 State Brand and Model Bidding: <u>Mission Rubber MR5666</u>	114	Each	\$ <u>9.22</u>	\$ <u>1,051.08</u>
0039	6" clay x 6" PVC Warehouse Stock Number 6705214271 State Brand and Model Bidding: <u>Mission Rubber MR0266</u>	146	Each	\$ <u>9.22</u>	\$ <u>1,346.12</u>
0040	6" PVC x 4" PVC Warehouse Stock Number 6705237263 State Brand and Model Bidding: <u>Mission Rubber MR5664</u>	184	Each	\$ <u>10.82</u>	\$ <u>1,990.88</u>

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0041	6" PVC x 4" clay Warehouse Stock Number 6705223271 State Brand and Model Bidding: <u>Mission Rubber MR0246</u>	14	Each	\$ <u>11.07</u>	\$ <u>154.98</u>
FLEX RUBBER COUPLING					
0042	6" clay x 4" PVC Warehouse Stock Number 6705214263 State Brand and Model Bidding: <u>Mission Rubber MR0264</u>	10	Each	\$ <u>10.82</u>	\$ <u>108.20</u>
0043	6" PVC x 5" PVC Warehouse Stock Number 6705237267 State Brand and Model Bidding: <u>Mission Rubber MR5665</u>	76	Each	\$ <u>11.46</u>	\$ <u>870.96</u>
0044	8" PVC x 6" clay Warehouse Stock Number 6705215279 State Brand and Model Bidding: <u>Fernco 100268</u>	4	Each	\$ <u>23.71</u>	\$ <u>94.84</u>
0045	8" x 6" PVC Warehouse Stock Number 6705239271 State Brand and Model Bidding: <u>Mission Rubber MR5886</u>	93	Each	\$ <u>17.12</u>	\$ <u>1,592.16</u>
0046	8 clay x 8" PVC Warehouse Stock Number 6705216279 State Brand and Model Bidding: <u>Mission Rubber MR0288</u>	5	Each	\$ <u>14.18</u>	\$ <u>70.90</u>

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0047	8' PVC x 8" PVC Warehouse Stock Number 6705240279 State Brand and Model Bidding: <u>Mission Rubber MR5688</u>	52	Each	\$ <u>14.18</u>	\$ <u>737.36</u>

ORIGINAL

SAMPLE AGREEMENT

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

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

Annual Contract Number and Title _____ Contract Period _____

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

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

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

WITNESS:

By _____
Sharon Weston Broome, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)

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.: _____

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


**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities in the State of Louisiana are doing business as Louisiana Utilities Supply Company and ii) Brian Roy is General Manager of the Baton Rouge, Louisiana area and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2017, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Brian Roy as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2019.

Dated: February 14, 2018

FERGUSON ENTERPRISES, INC.



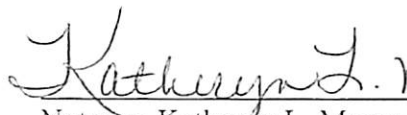
By: 
David N. Meeker, Assistant Secretary

Commonwealth of Virginia)
City of Newport News)

Sworn to subscribed and acknowledged before me this 14th day of February, 2018, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation.



expires: 12/31/2021


Notary - Kathryn L. Mayes

