



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000133869-TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIALS &
EQUIPMENT NEEDED TO MAINTAIN SERVICE ELEVATORS FOR THE
DEPARTMENT OF COMMUNITY JUSTICE**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com

24-Mar-2021 11:38:20 AM

Otis Elevator:

LA State Contractor's License Number: 299



Bid Number 50 - 00133869

TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIALS & EQUIPMENT
NEEDED TO MAINTAIN SERVICE ELEVATORS FOR THE DEPARTMENT OF
COMMUNITY JUSTICE

April 13, 2021 @ 2:00 P.M.

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time.

**Buyer II: Name: SHANNA FOLSE
Buyer Email: SFOLSE@JEFFPARISH.NET
Buyer Phone: 504-364-2678**



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

September 2020

Changes to Jefferson Parish Bidding Information

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

Total Bid Price Must Include the Cost of Naming Jefferson Parish as Additional Insured:

Bidder acknowledges that Bidder recovered the cost of any required insurance in the contract price as required by La.R.S. 9:2780.1 and that Bidder recovered any such cost for the purposes of insuring an obligation to indemnify Jefferson Parish, defend Jefferson Parish, or hold Jefferson Parish harmless and that Bidder's indemnity liability is limited to the amount of the proceeds that are payable under the insurance policy or policies that Bidder has obtained.

Electronic Procurement: Beginning November 1, 2020, Jefferson Parish will no longer accept manual bid submissions; and will only accept bid submissions electronically via our e-Procurement system, Central Bidding. Central Bidding can be accessed by visiting either www.centralbidding.com or www.jeffparishbids.net. All bidders will be required to register with Central Bidding. Jefferson Parish vendors are able to register for free by accessing the following link: <https://www.centralauctionhouse.com/registration.php>.

Probable Construction Cost: Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

Insurance Requirement: All bidders must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.jeffparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the “Central Bidding” link at the top of the page and select the “Bid Bonds” link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

The screenshot shows the Central Bidding website interface. At the top, there is a navigation bar with the following links: ABOUT US, TESTIMONIALS, CENTRAL BIDDING, and PROCUREMENT SOLUTIONS. A dropdown menu is open under 'CENTRAL BIDDING', listing: Bid by Agency, Search Bids, Bid Bonds, and Contact Us. Below the navigation is a large banner image with the text: "Central Bidding is the leading provider of online bidding services to local agencies." Below the banner are three buttons: CENTRAL BIDDING, SURPLUS SALES, and REGISTER NOW!

\$41.6 Billion
38,136 Bid Opportunities
18,123 Vendors
568 Agencies

Browse Thousands of Public Bids today!

Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Clients have trusted Central Bidding to securely deliver more than \$41.6 Billion worth of electronic bids for more than 100 buying entities since their founding. Central Bidding works under various contract methods of these buying entities and in each instance Central Bidding is the sole official electronic location to receive the bid documents, the automated updates and knowledge of electronic bids.

[Learn More](#)

<https://www.centralauctionhouse.com/central-bidding-bid-bonds>

**TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIALS &
EQUIPMENT NEEDED TO MAINTAIN SERVICE ELEVATORS FOR THE
DEPARTMENT OF COMMUNITY JUSTICE**

BID #50-133869

SECTION 1.0 – SITE VISITS

There will be no mandatory pre-bid conference. It will be the bidder's responsibility to visit the installations to be covered on the proposed agreement, for the purpose of fully informing themselves prior to the submission of bids

Site visits can be set up by contacting Brian Williams @ 504-365-3379 or bwilliams@jeffparish.net between the hours of 8:00 a.m. – 4:00 p.m.

SECTION 2.0 – SCOPE:

We extend this proposal to provide all labor, materials, equipment, tools, testing instruments, software, computer programs and all other incidentals necessary to provide to perform full maintenance, services, and repairs for five (5) Hydraulic passenger elevators and three (3) Traction passenger elevators, at the Jefferson Parish Correctional Center located at 100 Dolhonde Street, Gretna, LA. The contract shall be for a two (2) year contract.

SECTION 3.0 – BONDS

- Surety Bond: A 5% Electronic Bid bond is required with bid submission.
- Performance Bond: A performance bond in the amount of 100% of the total bid will be required. Performance bond shall be produced upon contract execution.

SECTION 4.0 – LICENSE REQUIREMENT

The following licenses will be required for this bid:

License required for this bid issued by the Louisiana State Licensing Board for Contractors:

- Commercial License with:
 - Specialty license in Elevators, Dumbwaiters, and Escalators.

SECTION 5.0 – QUANTITIES/INSPECTION:

Bidders shall visit the installations to be covered on the proposed agreement, for the purpose of fully informing themselves prior to the submission of bids, of the general operating conditions, number of floors served, type of power units, working conditions, available service manuals, drawings, etc., which might affect the cost and performance of maintenance and repair work.

SECTION 6.0 - SPECIFICATIONS

- Preventative Maintenance, Repairs, Parts Replacement, Inspection, and Testing shall be performed on all five (5) Hydraulic passenger elevators and three (3) Traction passenger elevators, at the Jefferson Parish Correctional Center located at 100 Dolhonde Street, Gretna, LA.
- All supplies, materials, lubricants, cleaning materials, paint, parts, cotton waste, hydraulic fluid, etc. shall be furnished by the successful bidder to make repairs to and service equipment.
- Maintain, inspect, and replace (if necessary) existing batteries for battery lowering devices.

Section 6.1 - Preventative Maintenance, Repairs, and Part Replacement

Preventative Maintenance, Repairs, and Part Replacement shall be performed as per the American Society of Mechanical Engineers (ASME) 17.1.

Section 6.2 - INSPECTION AND TESTING

Inspection and testing shall be performed as per the American Society of Mechanical Engineers (ASME) 17.2.

SECTION 7.0 – ELEVATOR PARTS REPLACEMENT

- Successful Bidder shall provide parts, labor, and incidentals needed to repair five (5) Hydraulic passenger elevators and three (3) Traction passenger elevators, at the Jefferson Parish Correctional Center located at 100 Dolhonde Street, Gretna, LA.
- Replacement parts, components, and materials needed in the maintenance, repair, and alteration of equipment shall be bidder supplied new.
- If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract shall be equal to or exceed the updated quality.

SECTION 8.0 – EXCLUSIONS

The following items of equipment are not included in this contract:

1. Interior Elevator cabs
2. Power switches and feeders to all controllers Shaft way enclosures
3. Shaft way doors, frames, sills, and cab doors Underground piping
4. Underground jacks

SECTION 9.0 – EMERGENCY COMMUNICATION MONITORING:

- The successful bidder shall provide twenty-four (24) hour emergency communications monitoring services for the duration of the maintenance contract.
- No answering machines will be allowed for emergency monitoring. All calls must be answered by a live person.
- These services shall monitor all elevator communication devices covered by this agreement and forward such calls to the owner's representative.
- Owner shall provide a list of contact persons to be notified in the event of an emergency.
- Owner shall provide a dedicated (non-PBX), touch-tone, business telephone line, terminated in the machine room.
- If the existing communication device located in the elevators will not communicate with the successful bidder's service it will be the responsibility of the successful bidder to supply, install, and program a new communication device to provide emergency communication with said elevator(s).

SECTION 10.0 - NUISANCE CALLS

Nuisance calls shall be included in this contract:

- A nuisance call shall be defined as a call where the elevator shutdown was caused by a known or unknown source, and is outside of the scope of the contract, but the call is answered by the elevator personnel not knowing the cause.
- If responding technician spends two (2) hour or less (to be documented by a Jefferson Parish employee), at any location the cost is to be absorbed by the successful bidder.
- No trip charge or travel time shall be billable for this contract.
- Any fraudulent documentation shall be cause for cancellation of the contract.
- No work outside the guidelines of this contract shall be performed without a purchase order issued by the requesting department. If work is performed by successful bidder without a purchase order being issued the successful bidder Will Not Be Paid for Work Performed.

SECTION 11.0 – CLEANING AND SAFETY:

Job sites must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable material must be removed from the job site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and other Parish officials

SECTION 12.0 – PERMITS:

The successful bidder shall obtain any and all permits required by the Jefferson parish Department of Inspection and Code Enforcement and the City of Gretna (if applicable). The successful bidder shall also be responsible for payment of these permits.

SECTION 13.0 – WORKING HOURS/RESPONSE TIMES:

All preventative maintenance and scheduled repairs are to be performed during normal working hours 7:00 a.m. – 5:00 p.m., Monday through Friday. The successful bidder may choose to work before or after normal building working hours to provide a safe work environment at no extra charge to Jefferson Parish.

Normal response time for trouble calls shall be no more than two (2) hours.

In the event that someone is trapped in an elevator, the successful bidder shall provide an estimated time of arrival (ETA), and make every effort to arrive at the site within one (1) hour.

Service calls or emergency calls shall be responded to at any hour of the day or night, seven (7) days per week, with no additional charges to Jefferson Parish, to restore elevator services or remove entrapped passengers.

SECTION 14.0 – WARRANTY:

All parts furnished and installed by the successful bidder shall be genuine replacement parts made especially for the elevators specified in this bid. All workmanship shall be in accordance with the manufacturer of each elevator, National Electric and/or Safety Code for Elevators, The National Fire Protection Association (N.F.P.A.), and the American National Standards Institute (ANSI) A 17.1 and 17.2

SECTION 15.0 – LIQUIDATED DAMAGES:

If the successful bidder fails to report to the job site with a qualified service technician for a period in excess of two (2) hours from the time of the call of complaint, it is mutually agreed that the Parish may withhold, as liquidated damages for each one (1) hour period, including the initial period thereof, the sum of \$100.00 from the succeeding month's billing, for each failure to report in a timely manner to a request for service. Further, it is mutually agreed that this sum is indicated, or is selected as a liquidated damage because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractor's failure to comply with this provision.

If an elevator remains out of service for a period in excess of forty-eight (48) hours due to neglect or failure to comply with the provisions of these specifications, or should the successful bidder fail to report with a qualified serviceman within the stated time frame, it is mutually agreed that the Parish may withhold, as liquidated damages for each twenty-four (24) hour period, including the initial period thereof, the sum of \$100.00 (one hundred dollars) from the succeeding month's billing for each failure to report in a timely manner to a request for service. Further, it is mutually agreed that this sum is indicated, or is selected as liquidated damages, because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractor's failure to comply with this provision.

SECTION 16.0 CONCLUSION OF CONTRACT:

At the completion of the contract all repairs and maintenance to the elevator specified in this bid shall be completed in accordance with the terms set forth in these specifications, and a check list of all completed repairs and maintenance must be submitted to the Department of General Services for approval.

All incomplete work shall be noted on a check list and submitted to the Department of General Services. All incomplete work listed on this check list, and any other repairs or maintenance deemed incomplete by the Department of General Services, must be performed and accomplished within one (1) week after the duration of the contract period. If work is not completed all final payments will be held until all work is completed.

At the termination of this contract, the Department of General Services shall retain all blueprints, wiring diagrams, programs, jump drives, SD cards, software, and any other pertinent data furnished by the Parish, the successful bidder, manufacturer or the maintenance company.

SECTION 17.0 – PRE-CONSTRUCTION CONFERENCE AND NOTICE TO PROCEED:

A Pre-Construction Conference shall be held between the successful bidder and the owner before any work commences. No work shall be performed until the successful bidder receives a written "Notice to Proceed" to begin work, from the Department of General Services.

DATE: 3/19/2021

BID NO.: 50-00133869

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: SFOLSE@jeffparish.net

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 4/13/2021 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 AND VIA TELECONFERENCE (DIAL-IN AT (504) 323-1800, MEETING ID: 181357) At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

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. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON 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.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the **LOWEST RESPONSIVE and RESPONSIBLE BIDDER**, taking into consideration the **CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE**. **SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.**

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: 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. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: 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.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson 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.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

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. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3, 4, 5, 6, 8, 10, 11, 13, 15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF N/A

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 299

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Otis Elevator Company

ADDRESS: 2000 Airline Dr.

CITY, STATE: Metairie, LA 70001 ZIP: _____

TELEPHONE: (317) 409-2901 FAX: () _____

EMAIL ADDRESS: emily.seach@otis.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N/A
NUMBER: N/A
NUMBER: N/A
NUMBER: N/A

The undersigned has been granted specific authority only to sign this contract subject to the Otis acknowledgement letter dated 1/13/2021 attached hereto and made part hereof.

TOTAL PRICE OF ALL BID ITEMS: \$ 40,764 per year

AUTHORIZED SIGNATURE: Emily Seach

Emily Seach
Printed Name

TITLE: General Manager

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00133869

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	24.00	MO	<p>TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIALS & EQUIPMENT NEEDED TO MAINTAIN SERVICE ELEVATORS FOR THE DEPARTMENT OF COMMUNITY JUSTICE</p> <p>1000 - PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT, TESTING INSTRUMENTS, SOFTWARE, COMPUTER PROGRAMS, AND ALL OTHER INCIDENTALS NECESSARY TO PROVIDE AND PERFORM FULL MAINTENANCE SERVICES AND REPAIRS FOR FIVE (5) HYDRAULIC PASSENGER ELEVATORS AND THREE (3) TRACTION PASSENGER ELEVATORS AT THE:</p> <p>JEFFERSON PARISH CORRECTIONAL CENTER 100 DOLHONDE ST. GRETNA, LA 70053.</p> <p>***PLEASE SEE ATTACHED SPECIFICATIONS***</p>	<p>\$3,397 per month</p>	<p>\$81,528 For 2 year term period</p>

Non-Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Emily
Stalin, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized General Manager of Otis Elevator (Entity),
the party who submitted a bid in response to Bid Number 5000133869, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant 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 the Affiant 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 Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant 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 the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Emily Seach
Signature of Affiant

Emily Seach
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 13th DAY OF April, 2021.

Katherine Buchler
Notary Public

KATHERINE BUCHLER

Printed Name of Notary

144291
Notary/Bar Roll Number

My commission expires at term



The undersigned has been granted specific authority only to sign this contract subject to the Otis acknowledgement letter dated 1/13/2021 attached hereto and made part hereof.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

★ Please See Certificate



CERTIFICATE

I, Christopher Moore, Assistant Secretary of Otis Elevator Company, a New Jersey corporation, (the "Company") do hereby certify that:

- A. Under an Appointment of Officers of the Company dated June 14, 2017, I am an Assistant Secretary of the Company.
- B. In my capacity as Assistant Secretary of the Company, I have access to and knowledge of the minutes and records of the Company, including delegations of authority.
- C. Under a Delegation of Authority dated June 3, 2016, Byron Gary, in his capacity as Regional General Manager of the Company's North American Area, Southern Central Region Area, is authorized as follows:

"To make, execute and approve on behalf of the North American Area of the Company (and its subsidiaries or affiliated operating units) (i) any and all bids or contracts to manufacture, furnish, erect, modernize, service, repair, or maintain elevators, escalators, dumbwaiters, hoisting apparatus, moving walkways and other horizontal transportation systems, and to execute and approve on behalf of the North American Area of the Company any and all waivers of lien, bonds, or other instruments, a part of or incident to such contract; (ii) any and all leases for the storage of supplies and equipment used by the North American Area of the Company in the performance of such contracts; and (iii) any and all leases or contracts for office equipment, computers and related supplies."

- D. Under a Delegation of Authority dated June 3, 2016, Emily Seach, in her capacity as General Manager of the Company's North American Area, Tulsa OK Area Office, is authorized as follows:

"To make, execute and approve on behalf of the North American Area of the Company (and its subsidiaries or affiliated operating units) (i) any and all bids or contracts to manufacture, furnish, erect, modernize, service, repair, or maintain elevators, escalators, dumbwaiters, hoisting apparatus, moving walkways and other horizontal transportation systems, and to execute and approve on behalf of the North American Area of the Company any and all waivers of lien, bonds, or other instruments, a part of or incident to such contract; (ii) any and all leases for the storage of supplies and equipment used by the North American Area of the Company in the performance of such contracts; and (iii) any and all leases or contracts for office equipment, computers and related supplies."

- E. Under a Delegation of Authority dated June 3, 2016, Andres Astiasaran in his capacity as Contract Specialist for the Company's North American Area, is authorized as follows:

"To make, execute and approve on behalf of the North American Area of the Company (and its subsidiaries or affiliated operating units) any and all bids or contracts to manufacture, furnish, erect, modernize, service, repair, or maintain elevators, escalators, dumbwaiters, hoisting apparatus, moving walkways and other horizontal transportation systems and to execute and approve on behalf of the North American Area of the Company any and all bonds a part of or incident to such contracts."

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of January, 2019.



Christopher Moore
Assistant Secretary
Otis Elevator Company

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY CERTIFICATE OF COVERAGE



OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE is provided by the insurance company of the Hartford shown below: is provided on behalf of the Designated Contractor scheduled hereon: and consists of:

- A. This Certificate of Coverage.
- B. Owners and Contractors Protective Liability Coverage Form: and
- C. Any Endorsements issued to be a part of the Owners and Contractors Protective Liability Coverage Form and listed below:

Insurer: Hartford Fire Insurance Company
HARTFORD, CT 06115

Policy Number: O2CSET31000
Previous Policy Number: NEW

Issued to Named Insured and Mailing Address:

Sample
Sample
Sample, IN Sample

Designated Additional Insureds:

Sample

Coverage Period: 04/01/2020 t 04/01/2021 12:01 a.m., standard time at your mailing address shown above.

Coverage Period means the period beginning with the inception date coverage is provided for the project specified herein and ending with the earlier of cancellation of coverage, expiration of coverage or completion of the project)

Designated Contractor and Mailing Address:

OTIS ELEVATOR COMPANY
ONE FARM SPRINGS ROAD
FARMINGTON, CT 06032

Location of Covered Operations:

Sample
Sample
Sample, IN

Contract Number: Sample

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Owners and Contractors Protective Liability Coverage Form that apply, are:

Each Occurrence Limit 2, 0 0 0 , 0 0 0

Aggregate Limit 2, 000 , 000

Premium: Included as part of the total Coverage Part premium, which is the responsibility of the Designated Contractor.

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Owners and Contractors Protective Liability Coverage Form:

Issue Date: 12/01/2020

Form HS 78 71 01 00

(c)2001, The Hartford



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

EXCERPTED FROM:

POLICY NUMBER: 02CSET10004

EFFECTIVE DATE: 04/01/2019 st

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

ANY PERSON OR ORGANIZATION WHOM YOU HAVE, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR ONGOING OPERATIONS (AS PER ISO FORM CG 20 10 07 04 OR ITS EQUIVALENT).

ANY LOCATION THAT IS COVERED BY, OR SUBJECT TO A WRITTEN CONTRACT UNDER WHICH OTIS ELEVATOR COMPANY HAS AGREED TO PROVIDE THIS INSURANCE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions: or
2. The acts or omissions of those acting on **your** behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) **designated above.**

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, **on the** project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by **any** person or organization other than **another** contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM OTIS ELEVATOR COMPANY HAS THROUGH WRITTEN CONTRACT AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR COMPLETED OPERATIONS (AS PER ISO FORM CG 20 37 07 04 OR ITS EQUIVALENT)	ALL LOCATIONS THAT ARE LISTED IN WRITTEN CONTRACTS OR AGREEMENTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Otis Elevator Clarification Letter 5000133869

To	Jefferson Parish Correctional Center	Office	Otis Elevator New Orleans
Date	4/13/2021	From	Bailey Niedzielski

WORK EXCLUDED AND DELAYS BEYOND SUBCONTRACTOR'S REASONABLE CONTROL

Section 8.0 - Exclusions

Subcontractor is not required to:

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Subcontractor is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Subcontractor;
- instructions or warnings in connection with use by passengers.
- pre-existing conditions: Otis will provide a list of pre-existing conditions within thirty (30) days of contract award. Pre-existing conditions will be excluded from contract herein.
- Nuisance call charges caused by misuse, abuse, or acts of god. Customer will be responsible for said nuisance calls including travel time.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Subcontractor does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

Further, Subcontractor shall not be liable for any damage, loss, cost, or expense as a result of any reason beyond Subcontractor's control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively, "Causes Beyond Contractor's Reasonable Control").

Subcontractor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Contractor's Reasonable Control.

INDEMNITY & MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Section 15.0 - Liquidated Damages

Subcontractor agrees to indemnify Customer for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Subcontractor's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Subcontractor's duty to indemnify does not include a duty to defend during the pendency of any claim or action.

In all other instances, Customer shall defend, indemnify, and hold Subcontractor harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected

with the use, repair, maintenance, operation or condition of the elevator or escalator equipment, or Customer's obligations under or material breach of this Contract.

Under no circumstances shall either party be liable for special, indirect, consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability for applies to indemnity of third-party claims.

WC IMMUNITY

Subcontractor does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

OTIS ELEVATOR COMPANY

State of  Louisiana

State Licensing Board for Contractors

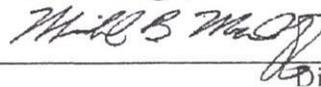
This is to Certify that OTIS ELEVATOR COMPANY Attn: Legal Dept., 1 Farm Springs Rd. Fa

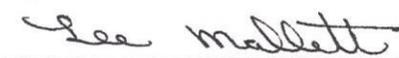
is duly licensed and entitled to practice the following classifications

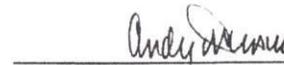
SPECIALTY: ELEVATORS, DUMBWAITERS AND ESCALATORS



Witness our hand and seal of the Board dated, 30th day of March 2019, Baton Rouge, LA


Director


Chairman


Treasurer

Expiration Date: March 29, 2022

License No: 299

This License Is Not Transferrable



Bond Number: SLA21884434

Contractor Information

Principal: Otis Elevator Company

Address: One Carrier Place Farmington Connecticut 06032 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications

Owner/Obligee: Jefferson Parish

Address: 200 Derbigny Street Gretna Louisiana 70053 United States

Bond Information

Surety: Liberty Mutual Insurance Company

Bid Date: 4/13/2021

Estimated Contract Price: \$40,764.00

Time For Completion: August 6, 2023

Liquidated Damages: \$100

Estimated Work On Hand:

Amount of Bid Security: Five Percent of Amount Bid

Contract # or IFB #: 50-00133869

Description of Job: TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIALS & EQUIPMENT NEEDED TO MAINTAIN SERVICE ELEVATORS FOR THE DEPARTMENT OF COMMUNITY JUSTICE

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 5

Bid Security Maximum:

Owner Assigned Contractor Number: OTISBIDS

Primary Agency:

Aon Risk Services

Power of Attorney Limited to: No Stated Limit

Executed

Entered By: Nancy Schnee - 4/8/2021 9:21:49 PM ET

Approved & Executed By:

Nancy Schnee

Nancy Schnee (Signed: 08-Apr-2021 09:22 PM EDT (UTC-04:00))

[Signature Information](#)

Know all men by these presents that Liberty Mutual Insurance Company, a Corporation duly organized under the laws of the State of Massachusetts, are held and firmly bound

unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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