



**BID #50-00132154**

**LABOR, MATERIALS & EQUIPMENT FOR A ONE YEAR CONTRACT FOR  
ELEVATOR MAINTENANCE, COMMUNICATION DEVICE MONITORING,  
AND REPAIRS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF  
GENERAL SERVICES**

**October 15, 2020 @ 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 in  
the Purchasing Department by the bid due date and time.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street-Suite 4400  
Gretna, LA 70053**

**Buyer II Name: SHANNA FOLSE**

**Buyer Email: [SFOLSE@JEFFPARISH.NET](mailto:SFOLSE@JEFFPARISH.NET)**

**Buyer Phone: 504-364-2680**



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

**May 2020**

### **PURCHASING DEPARTMENT ANNOUNCEMENT**

#### **Public Access to the General Government Building and Joseph S. Yenni Building:**

Effective **Monday, May 18, 2020**, Jefferson Parish Government buildings will be open to the public. All visitors will be required to wear a mask or face covering and undergo a temperature screening prior to entry.

#### **Bid Openings:**

Due to COVID-19 safety precautions, all public bid openings have been suspended. Bid openings will continue and be made available via phone conference by calling the following:

**Dial-in Number:** (504) 323-1800

**Meeting ID:** 181357

Bids will be accepted through Central Bidding or manual submission. Manually-submitted bids can be delivered to either Purchasing office location; however, if submitting bids on the day of the bid opening, bidders must submit at the West Bank location. Advertised bids will be received until 2 p.m. The bid opening teleconference will begin at 2:30 p.m. on each bid opening date.

If you have any questions, please contact the Purchasing Department at (504) 364-2678 or e-mail [purchasing@jeffparish.net](mailto:purchasing@jeffparish.net) for assistance.

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](mailto:PURCHASING@JEFFPARISH.NET) WEBSITE: [WWW.JEFFPARISH.NET](http://WWW.JEFFPARISH.NET)



# 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](http://www.centralbidding.com) or [www.jeffparishbids.net](http://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.centrauctionhouse.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

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**LABOR, MATERIALS & EQUIPMENT FOR A ONE YEAR CONTRACT FOR  
ELEVATOR MAINTENANCE COMMUNICATION DEVICE MONITORING  
AND REPAIRS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF  
GENERAL SERVICES**

**BID #50-00132154**

**SECTION 1.0 – “MANDATORY” PRE-BID CONFERENCE:**

A MANDATORY Pre-Bid Conference will be held:

Location: TELECONFERENCE-Dial-in **504-323-1800**  
Meeting ID#: **181357**  
Date: October 1, 2020  
Time: 10:00 a.m.

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.

**SECTION 2.0 - SCOPE:**

We extend this bid to provide labor, materials, equipment, tools, testing instruments, software, computer programs and all other incidentals necessary to provide a one (1) year contract to perform the following at various Jefferson Parish Buildings for the Department of General Services:

- Elevator and dumbwaiter maintenance
- Elevator and dumbwaiter safety testing-Category 1
- 24 Hour emergency communication device monitoring
- Elevator and dumbwaiter repairs-major and minor
- Labor only rate



### **SECTION 3.0 – BONDS**

- A 5 % Surety Bond is required with bid submission
- A Performance Bond in the amount of 100% of the total bid will be required upon contract execution.

### **SECTION 4.0 – LICENSE:**

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
- And a
- Specialty license in Elevators, Dumbwaiters, and Escalators.

#### **License required for this bid issued by the Louisiana State Fire Marshal's Office:**

- Conveyance Device Mechanics License

### **SECTION 5.0 – QUANTITIES/INSPECTION:**

Bidders must inspect all sites listed in Attachment "A" and perform their own measurements to determine the proper quantities of labor hours, equipment, supplies, materials, etc. required for this bid.

### **SECTION 6.0 SPECIFICATIONS:**

- Successful bidder shall accept full responsibility for the equipment as it exists on the effective date of this agreement.
- Any fraudulent documentation shall be cause for cancellation of the contract.
- In the event labor or materials not included in this contract are needed the successful bidder must receive an additional purchase order from the requesting department prior to any work being performed. If the bidder proceeds without a purchase order issued the bidder might not be compensated for their labor and materials.
- Inspection, testing, and repairs of all elevators shall be performed as per (ASME) American Society of Mechanical Engineers section 17.1 and 17.2.

- 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.
- No trip charge or travel time shall be billable for this contract.

#### **6.1 -Preventative Maintenance, Repairs, and Part Replacement:**

**The successful bidder shall perform and provide the following on all elevators and dumbwaiters listed in Attachment "A" of these specifications:**

- Preventative Maintenance
- Repairs
- Parts replacement
- Supplies, materials, parts, lubricants, cleaning materials, paint, hydraulic fluid, etc.
- Maintain, inspect, and replace (if necessary) existing batteries for battery lowering devices.
- Inspection and testing

#### **SECTION 7.0 – EXCLUSIONS:**

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

1. Interior Elevator cabs
2. Power switches and feeders to all controllers
3. Shaft way enclosures
4. Shaft way doors, frames, sills, and cab doors
5. Underground piping
6. Underground jacks
7. Vandalism verified by Jefferson Parish and the Successful Bidder.

#### **SECTION 8.0 – 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 to the successful bidder at the "Start of Work Conference".

#### **SECTION 9.0 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.

#### **SECTION 10.0 – CLEANING AREA AND SAFETY:**

Job site must be clean and free of all litter and debris caused by this work daily and upon completion of the project. Passageways must be kept clean and free of material, equipment, and debris at all times. Storage of flammable materials will not be permitted on the premises. All flammable materials must be removed from the job site daily. 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 11.0 – PERMITS:**

The successful bidder shall obtain any and all permits required by the Jefferson parish Department of Inspection and Code Enforcement and/or any municipality where work is being performed if applicable. The successful bidder shall also be responsible for payment of these permits.

#### **SECTION 12.0 – 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 13.0 – 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 14.0 – 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 15.0- LABOR ONLY FOR THE TROUBLESHOOTING, REPAIRING, AND REPLACEMENT OF ELEVATOR AND DUMBWAITER EQUIPMENT:**

- Labor, transportation, supervisions, and equipment necessary for a one (1) year labor only contract to troubleshoot, repair, and replace existing elevator and dumbwaiter equipment.
  - Troubleshooting, replacement and repairing of equipment shall only be performed by a lead technician. The use of an "Assistant" or another Technician will only be allowed upon approval from a General Services representative.
  - All work shall be provided on an "as-needed" basis. There is no guarantee as to the amount of work given throughout this contract.
  - There shall be no minimum call-out, work, service, etc. time in terms of hours charged under the terms of this contract.
  - Hourly pricing for a technician and for a helper shall include the following:
    - Labor for troubleshooting
    - Labor for repair work
    - Labor for upgrades
    - Incidental equipment needed to perform troubleshooting and repairs
    - Tools needed to perform troubleshooting and repairs
    - Transportation/Travel time to and from work site and for picking up parts, tools, equipment, etc.
  - Technicians arriving to the work site to perform services shall verify start time by meeting with an owner's representative and sign in on an owner provided log book.
- NOTE - Failure to sign in with a parish representative may be cause for non-payment of invoice for services.*
- Upon completion of work for the day started, technicians shall verify end time by meeting with an owner's representative and sign out on an owner provided log book.

*NOTE - Failure to sign out with a parish representative may be cause for non-payment of invoice for services.*

- Bidder must receive a reference number from the requesting department prior to any work being performed. If the successful bidder proceeds without a reference number issued by the department the bidder might not be compensated for his labor and parts.
- In case of excessive downtime, Jefferson Parish may provide an additional purchase order, not to exceed \$5,000.00, to the successful bidder to obtain necessary part(s) to complete the repair work. Jefferson Parish will not allow any mark-up of invoice cost.

The below chart indicates normal, weekend and before/after hours. These times are to be used for pricing according to the times identified.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
12:00 AM							
1:00							
2:00							
3:00							
4:00							
5:00							
6:00							
7:00							
8:00							
9:00							
10:00							
11:00							
12:00 PM							
1:00							
2:00							
3:00							
4:00							
5:00							
6:00							
7:00							
8:00							
9:00							
10:00							
11:00							

	WEEK END WORK HOURS
	BEFORE/AFTER WORK HOURS
	NORMAL WORK HOURS

## **SECTION 16.0 – LABOR WARRANTY:**

All parts furnished and installed by the successful bidder shall be genuine replacement parts made especially for the elevators specified in this bid. The successful Bidder shall provide a minimum ninety (90) day warranty on all Labor. All parts purchased by successful bidder shall have a minimum ninety (90) day warranty. 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 17.0 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 18.0 – START OF WORK CONFERENCE AND NOTICE TO PROCEED:**

A Start of Work 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.

**Attachment "A"**

Location	Elevator(s)	Make	Type	Serial Number
<b>Second Parish Court 100 Huey P. Long Ave., Gretna, LA. 70053 Number of stories-5</b>	Elevator 1 (Lobby)	Otis	Hydraulic	494873
	Elevator 2(Lobby)	Otis	Hydraulic	494874
	Elevator 3 (Lobby)	Otis	Hydraulic	494875
	Elevator 4 (Lobby)	Otis	Hydraulic	494876
	Elevator 5 (Prisoner)	Otis	Hydraulic	494878
	Elevator 6 (Judge)	Otis	Hydraulic	494877
<b>Central Plant 960 1st Street, Gretna, LA. 70053 Number of stories 1</b>	Elevator 1	Kone	Hydraulic	8008436080
<b>District Attorney Office 200 Derbigny Street, Gretna, LA. 70053 Number of stories-5</b>	Elevator 1 (Lobby)	Schindler	Traction	S309-0969
	Elevator 2 (Lobby)	Schindler	Traction	S309-0958
	Elevator 3 (Service)	Schindler	Traction	S308-6308
<b>Emergency Operation and Communication Center 910 3rd Street, Gretna, LA. 70053 Number of stories-4</b>	Elevator 1 (Lobby)	Kone	Traction	20288232
	Dumbwaiter #1	Matot	Traction	126122
<b>General Government Building 200 Derbigny Street, Gretna, LA. 70053 Number of stories-6</b>	Elevator 1 (Lobby)	Otis	Traction	519029
	Elevator 2 (Lobby)	Otis	Traction	519030
	Elevator 3 (Lobby)	Otis	Traction	519031



Attachment "A" Continued				
<b>Jefferson Parish Parking Garage</b> <b>300 Derbigny Street,</b> <b>Gretna, LA. 70053</b> <b>Number of stories-7</b>	Elevator 1 (East side)	Kone	Traction	20284826
	Elevator 2 (East Side)	Kone	Traction	20284827
	Elevator 3 (West Side)	Kone	Traction	20284828
	Elevator 4 ( East Side )	Schindler	Hydraulic	08342-01
	Elevator 5 (West Side )	Schindler	Hydraulic	08343-01
<b>Joseph S. Yenni Building</b> <b>1221 Elmwood Park Boulevard,</b> <b>Jefferson, LA. 70123</b> <b>Number of stories-10</b>	Elevator 1 (Lobby)	Schindler	Traction	652933
	Elevator 2 (Lobby)	Schindler	Traction	652932
	Elevator 3 (Lobby)	Schindler	Traction	652931
	Elevator 4 (Lobby)	Schindler	Traction	652930
<b>Liberto Building</b> <b>802 2nd Street,</b> <b>Gretna, LA. 70053</b> <b>Number of stories-2</b>	Elevator 1	Kone	Hydraulic	20212276
<b>Local History Building</b> <b>519 Huey P Long Avenue,</b> <b>Gretna, LA. 70053</b> <b>Number of stories-3</b>	Elevator 1	Schindler	Hydraulic	E1301/01
<b>Metairie Senior Citizens Center</b> <b>265 N. Causeway Blvd., Metairie, LA. 70001</b> <b>Number of stories-3</b>	Elevator 1	Dover	Hydraulic	S19761
<b>Thomas Donelon Building</b> <b>200 Derbigny Street,</b> <b>Gretna, LA. 70053</b> <b>Number of stories-5</b>	Elevator 1 (Judges)	Kone	Traction	20236057
	Elevator 2 (prisoner)	Kone	Traction	20244085
	Elevator 3 (lobby)	Otis	Traction	48490525
	Elevator 4 (lobby)	Otis	Traction	48500525
	Elevator 5 (lobby)	Otis	Traction	48510525

DATE: 9/10/2020

BID NO.: 50-00132154

INVITATION TO BID  
THIS IS NOT AN ORDER  
**JEFFERSON PARISH**

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

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BUYER: [SFOLSE@jeffparish.net](mailto:SFOLSE@jeffparish.net)

**BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 10/15/2020 AND PUBLICLY OPENED THEREAFTER.**

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://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**

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**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.**

**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.

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)

**DATE: 9/10/2020**

**BID NO.: 50-00132154**

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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 Parish 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.

DATE: 9/10/2020

BID NO.: 50-00132154

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Page: 3

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 encouraged 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](http://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 dated 12/09/09. 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.

**1,3,4,5,6,8,10,11,12,13,15**

**MANDATORY**

**PRE-BID CONFERENCE TO BE HELD AT: TELECONFERENCE. DIAL IN NUMBER-504-323-1800, MEETING ID #181357 @ 10:00 A.M.  
ON10/01/2020**

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(1), 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.
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 envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then 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. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

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. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If 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.
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 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 owned 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 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

**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 OA

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 ZIP: 70001

TELEPHONE: (269) 243-9430 FAX: ( \_\_\_\_\_ )

EMAIL ADDRESS: Bailey.niedzielski@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 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

**TOTAL PRICE OF ALL BID ITEMS:** \$ 133,500.00 per year

AUTHORIZED

SIGNATURE: 

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.: 50-00132154

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	12.00	MO	LABOR, MATERIALS & EQUIPMENT FOR A ONE YEAR CONTRACT FOR ELEVATOR MAINTENANCE, COMMUNICATION DEVICE MONITORING, AND REPAIRS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF GENERAL SERVICES		
2	.00		0010 - PROVIDE LABOR, MATERIALS, EQUIPMENT, TOOLS, TESTING INSTRUMENTS,  SOFTWARE, COMPUTER PROGRAMS AND ALL OTHER INCIDENTALS NECESSARY TO PROVIDE A ONE (1) YEAR ELEVATOR MAINTENANCE CONTRACT  ***BELOW IS THE FIRST ITEM TO BE BID***		
3	12.00	MO	0010-THOMAS F. DONELON BUILDING 200 DERBIGNY STREET GRETNA, LA  THREE (3) TRACTION OTIS PASSENGER ELEVATORS SERIAL #48490525, #48500525 & #48510525  TWO (2) TRACTION KONE PASSANGER ELEVATORS SERIAL #20244085 & #20236057	\$1,800	\$21,600
4	12.00	MO	0020-DISTRICT ATTORNEY'S OFFICE BUILDING 100 DERBIGNY STREET  GRETNA, LA  THREE (3) TRACTION SCHINDLER PASSENGER ELEVATORS SERIAL #S308-6308, #S309-0958 & #S309-0969	\$1,200	\$14,400
5	12.00	MO	0030-GENERAL GOVERNMENT BUILDING 200 DERBIGNY STREET  GRETNA, LA  THREE (3) TRACTION OTIS PASSENGER ELEVATORS SERIAL # 519029, #519030 & #519031	\$1,050	\$12,600
6	12.00	MO	0040-JOSEPH S. YENNI BUILDING 1221 ELMWOOD PARK BOULEVARD  JEFFERSON, LA  FOUR (4) TRACTION SCHINDLER PASSENGER ELEVATORS SERIAL #652930, #652931, #652932 & #652933	\$1,600	\$19,200
			0050-METAIRIE SENIOR CENTER 265 N. CAUSEWAY BOULEVARD		

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132154

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
7	12.00	MO	METAIRIE, LA  ONE (1) HYDRAULIC DOVER PASSENGER ELEVATOR SERIAL #S19761	\$550	\$6,600
			0060-SALVADOR A. LIBERTO BUILDING 802 2ND STREET  GRETNA, LA  ONE (1) HYDRAULIC KONE PASSENGER ELEVATOR SERIAL #20212276	\$250	\$3,000
8	12.00	MO	0070-CENTRAL PLANT 960 1ST STREET  GRETNA, LA  ONE (1) HYDRAULIC KONE PASSENGER ELEVATOR SERIAL #8008436080	\$250	\$3,000
			0080-PARKING GARAGE 300 DERBIGNY STREET  GRETNA, LA  TWO (2) HYDRAULIC SCHINDLER PASSENGER ELEVATORS SERIAL #08342-01 & #08343-01  THREE (3) TRACTION KONE PASSENGER ELEVATORS SERIAL #20284826, #20284827 & #20284828	\$1,750	\$21,000
10	12.00	MO	0090-SECOND PARISH COURT 100 HUEY P. LONG AVENUE  GRETNA, LA  SIX (6) HYDRAULIC OTIS PASSENGER ELEVATORS SERIAL #494873, #494874, #494875, #494876, #494877 & #494878	\$1,500	\$18,000
			0100-EMERGENCY OPERATIONS & COMMUNICATIONS CENTER  910 3RD STREET GRETNA, LA  ONE (1) TRACTION KONE PASSENGER ELEVATOR SERIAL #20288232	\$375	\$4,500
11	12.00	MO			



## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132154

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
12	12.00	MO	ONE (1) TRACTION MATOT DUMBWAITER SERIAL #126122	\$450	\$5,400
			0110-LOCAL HISTORY MUSEUM 519 HUEY P. LONG AVENUE  GRETNA, LA  ONE (1) HYDRAULIC SCHINDLER PASSENGER ELEVATOR SERIAL #E1301/01	\$350	\$4,200
13	1.00	HR	0120-NORMAL HOURLY RATE PER TECHNICIAN 7:00 AM TO 5:00 PM  MONDAY THRU FRIDAY (EXCLUDING HOLIDAYS)		\$275/Hour
14	1.00	HR	0130-NORMAL HOURLY RATE PER HELPER 7:00 AM TO 5:00 PM  MONDAY THRU FRIDAY (EXCLUDING HOLIDAYS)		\$220
15	1.00	HR	0140-BEFORE/AFTER HOURS WEEKDAY RATE 5:00 PM TO 12:00 AM  MONDAY THRU THURSDAY AND 12:00 AM TO 7:00 AM TUESDAY THRU FRIDAY PER TECHNICIAN		\$550
16	1.00	HR	0150-BEFORE/AFTER HOURS WEEKDAY RATE 5:00 PM TO 12:00 AM  MONDAY THRU THURSDAY AND 12:00 AM TO 7:00 AM TUESDAY THRU FRIDAY PER HELPER		\$440
17	1.00	HR	0160-AFTER HOURS WEEKEND RATE FRIDAY 5:00 PM TO 12:00 AM  SATURDAY AND SUNDAY ALL DAY MONDAY 12:00 AM TO 7:00 AM (AUTHORIZATION REQUIRED) PER TECHNICIAN		\$550
18	1.00	HR	0170-AFTER HOURS WEEKEND RATE FRIDAY 5:00 PM TO 12:00 AM  SATURDAY AND SUNDAY ALL DAY MONDAY 12:00 AM TO 7:00 AM (AUTHORIZATION REQUIRED)		\$440

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132154

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
19	1.00	HR	PER HELPER		
			0180-HOLIDAY RATE PER TECHNICIAN 12:00 AM TO 11:59 PM  (PROVIDE A LIST OF YOUR COMPANY HOLIDAYS PER CALENDAR YEAR)		\$550
20	1.00	HR	0190-HOLIDAY RATE PER HELPER 12:00 AM TO 11:59 PM  (PROVIDE A LIST OF YOUR COMPANY HOLIDAYS PER CALENDAR YEAR)		\$440
			0200-PARTS/MATERIALS  THIS IS A NON-BIDABLE ITEM  THIS ITEM IS FOR PARTS/MATERIALS NEEDED TO COMPLETE A REPAIR UP TO \$5,000.00 PER JOB, PER THE ATTACHED SPECIFICATIONS, WITH APPROVAL FROM THE REQUESTING DEPARTMENT.  ***PLEASE SEE ATTACHED SPECIFICATIONS***		
21	1.00	EA			

## **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*

## **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**  
\_\_\_\_\_

## **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.

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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.

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### **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.

## **1 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.

## **1 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.

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Emily Smith, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized General Manager of ONS Elevator (Entity), the party who submitted a bid in response to Bid Number 50-00132154, 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 15<sup>th</sup> DAY OF October, 2020.

*Conrad A. Buchler, Jr.*  
Notary Public

CONRAD A. BUCHLER, JR.

Printed Name of Notary

158565  
Notary/Bar Roll Number

My commission expires At Death.





## 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."*

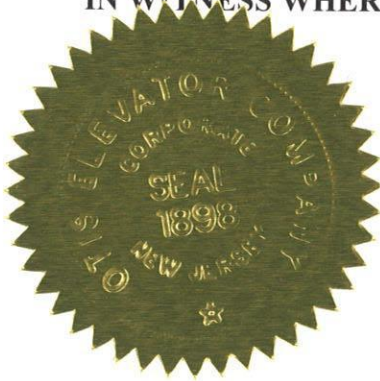
- D. Under a Delegation of Authority dated June 3, 2016, Emily Seach, in her capacity as General Manager of the Company's North American Area, Tulsa OK Area Office, is authorized as follows:

*"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.



A handwritten signature in blue ink, appearing to be 'C Moore', written over a horizontal line.

Christopher Moore  
Assistant Secretary  
Otis Elevator Company

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA, INC.█ 20 CHURCH STREET, 8TH FLOOR█ HARTFORD, CT 06103	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
102428280-Otis-GAWX-19-20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER D : American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER E : New Hampshire Ins Co</td> <td>23841</td> </tr> <tr> <td>INSURER F : AllU Insurance Co</td> <td>19399</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Underwriters Insurance Company	30104	INSURER C : National Union Fire Ins Co Pittsburgh PA	19445	INSURER D : American Home Assurance Company	19380	INSURER E : New Hampshire Ins Co	23841	INSURER F : AllU Insurance Co	19399
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<b>INSURED</b> OTIS ELEVATOR COMPANY█ ONE FARM SPRINGS ROAD█ FARMINGTON, CT 06032															

## COVERAGES

**CERTIFICATE NUMBER:**

NYC-010661413-02

**REVISION NUMBER: 15**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE					ADD L	SUB R	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A X	COMMERCIAL GENERAL LIABILITY							02CSET10004  "Per Project / Location" MED	04/01/2019  04/01/2019	04/01/2020	EACH OCCURRENCE		\$	1,000,000	
	CLAIMS-MADE		X	OCCUR							TO RENTED PREMISES (Ea occurrence)		\$	300,000	
											EXP (Any one person)		\$	10,000	
											& ADV INJURY		\$	1,000,000	
											GENERAL AGGREGATE		\$	2,000,000	
											PRODUCTS - COMP/OP AGG		\$	2,000,000	
													\$		
A B X	AUTOMOBILE LIABILITY		X	SCHEDULED AUTOS NON-OWNED AUTOS ONLY			02CSET10000 (AOS) 02CSET10019 (HI)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	COMBINED SINGLE LIMIT (Ea accident)		\$	1,000,000		
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY									BODILY INJURY (Per person)		\$			
										BODILY INJURY (Per accident)		\$			
										PROPERTY DAMAGE (Per accident)		\$			
												\$			
A X	UMBRELLA LIAB EXCESS LIAB		X	OCCUR			02HUT10021	04/01/2019	04/01/2020	EACH OCCURRENCE		\$	10,000,000		
										AGGREGATE		\$	10,000,000		
												\$			
	DED		RETENTION \$												
C D E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y / N N / A		CT-QSI 5565605 (SIR\$2.5M) (E) FL-012717193; MULTI-012717191 MULTI-012717194; MULTI-012717190 (F) NY-012717197 (D) CA-012717192	04/01/2019 04/01/2019 04/01/2019 04/01/2019	04/01/2020 04/01/2020 04/01/2020 04/01/2020	X	PER STATUTE		OTH-ER	
	E.L. EACH ACCIDENT		\$	1,000,000											
	E.L. DISEASE - EA		\$	1,000,000											
	E.L. DISEASE - POLICY LIMIT		\$	1,000,000											

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to Contract #:

Project Location:

Buyer and its affiliated entities and their respective directors, officers, employees, and agents (indemnities) is/are included as additional insured (except workers compensation) when required by written contract and/or agreement. Policies provide for waiver of subrogation to the extent agreed under written contract. Contractual Liability is provided to the extent afforded by the above general liability policy. Insurance, when

applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. █

See Acord 101

## CERTIFICATE HOLDER

## CANCELLATION

Sample Additional Insured Certificate

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 102428280

LOC #: Hartford



## ADDITIONAL REMARKS SCHEDULE

Page of  
2 2

AGENCY MARSH USA, INC.~		NAMED INSURED OTIS ELEVATOR COMPANY~ ONE FARM SPRINGS ROAD~ FARMINGTON, CT 06032
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

8  
Regarding notice of cancellation to certificate holder(s), endorsement IH 03 13 06 11 (copies attached) applies to auto and general liability policies. ~~



**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):**

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).

**Location(s) Of Covered Operations**

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 **an-other** 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 50-00132154**

To	Jefferson Parish	Office	Otis Elevator New Orleans
Date	10/15/2020	From	Bailey Niedzielski

### **WORK EXCLUDED AND DELAYS BEYOND SUBCONTRACTOR'S REASONABLE CONTROL**

#### *Section 7.0 - 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. Please note that OVF30 drives are deemed obsolete.

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.

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 14.0 – 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**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

OTIS ELEVATOR COMPANY  
2000 Airline Drive  
Metairie, LA 70001

### SURETY:

(Name, legal status and principal place of business)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
1200 Main Street, Suite 800  
Kansas City, MO 64105

### OWNER:

(Name, legal status and address)

JEFFERSON PARISH PURCHASING DEPARTMENT

200 Derbigny Street, Gretna, LA 70053

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Bid #50-00132154, LABOR, MATERIALS & EQUIPMENT FOR A ONE YEAR CONTRACT FOR ELEVATOR MAINTENANCE, COMMUNICATION DEVICE MONITORING, AND REPAIRS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF GENERAL SERVICES

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

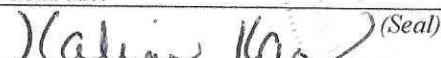
Signed and sealed this 15th day of October, 2020

  
(Witness)

Sandra Diaz

OTIS ELEVATOR COMPANY

(Principal)

 (Seal)

(Title)

Halina Kazmierczak, Attorney-in-Fact

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(Surety)

 (Seal)

(Title)

Anne Potter, Attorney in Fact



## SPECIAL POWER OF ATTORNEY

**OTIS WORLDWIDE CORPORATION**, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints **AON RISK SERVICES NORTHEAST, INC.**, on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter  
Cynthia Farrell  
Halina Kazmierczak  
Barb Pannier  
Frances Rodriguez  
Jennifer L. Jakaitis  
Susan A. Welsh  
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

**IN WITNESS WHEREOF**, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

**OTIS WORLDWIDE CORPORATION**

By: 

Name: Christopher Witzky

Title: Vice President, Treasurer

UNITED STATES OF AMERICA )  
STATE OF Connecticut )  
COUNTY OF Hartford )

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky, who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasurer.



MARY FRANCES DOHERTY  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2023

  
, Notary Public



**SWISS RE CORPORATE SOLUTIONS**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

SANDRA DIAZ, CYNTHIA FARRELL, DEBRA A. DEMING, PETER HEALY, JENNIFER JAKAITIS, NANCY SCHNEE, SUSAN A. WELSH, FRANCESCA KAZMIERCZAK, FRANCES RODRIGUEZ, ANNE POTTER, BEVERLY A. WOOLFORD, VALORIE SPATES, AKLIMA NOORHASSAN, AND PABLO GARCIA HORCAJO JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


**ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS**

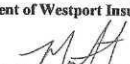
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28TH day of MAY, 20 19.

**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**


State of Illinois  
County of Cook ss:

On this 28TH day of MAY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President


of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 20 20.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
A New Hampshire Corporation

**BALANCE SHEET AS OF DECEMBER 31, 2019**  
(Statutory Basis)

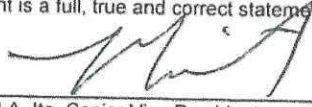
Valuation of securities on National Association of Insurance Commissioner Basis

**ASSETS**


**LIABILITIES**

Cash	107,599,514	Reserve for Unearned Premiums	1,263
Bonds	205,726,476	Reserve for Losses and Loss Adjustment Expenses	21,145,528
Other Invested Assets	64,161,844	Funds Withheld	7,577,476
Other Admitted Assets	118,474,935	Taxes and Other Liabilities	143,938,110
		Surplus	323,300,392
<b>TOTAL ADMITTED ASSETS</b>	<b>495,962,769</b>	<b>TOTAL LIABILITIES &amp;</b>	<b>495,962,769</b>
		<b>POLICYHOLDERS' SURPLUS</b>	

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2019.

  
\_\_\_\_\_  
Michael A. Ito, Senior Vice President  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 6th day of March, 2020

  
\_\_\_\_\_  
Notary Public

