



**LOUISIANA**  
**CANCER**  
RESEARCH CENTER

## **Invitation to Bid**

**Elevator Maintenance & Repairs**

**Release Date: May 9, 2019**

**Bids Due: May 30, 2019**

# **INSTRUCTIONS TO BIDDERS**

**Read the entire bid, including all terms and conditions and specifications.**

## **1.1 SCOPE**

- A. The successful contractor will provide Elevator Maintenance and Repair Services for one (1) hydraulic and five (5) gearless elevators located at the Louisiana Cancer Research Center (LCRC). The successful contractor shall be responsible for providing labor, materials and equipment necessary to provide full maintenance and repairs for the elevators, in accordance with the provisions of the American National Standards Institute (ANSI) A17.1 latest edition and the manufacturer's recommendations. The work shall be performed on a regular routine schedule to ensure the equipment provides a high level of performance and reliability. LCRC wishes to establish a contract which will be effective for a period of three (3) years with the option to extend for two (2) additional (12) month periods. The total contract period shall not exceed five (5) years.

## **1.2 ELEVATOR MAINTENANCE SPECIFICATIONS**

- A. See attached specifications (Attachment A) for maintenance parts to be furnished and installed or replaced during this contract.

## **1.3 DEFINITIONS**

- A. Bidding Documents include:
  - a. Instructions to Bidders,
  - b. Bid Form,
  - c. Bid Breakdown Form
  - d. requirements described in Addenda
- B. A Bidder is a person or entity that submits a bid to contract with the LCRC to perform the requirements described in the Bidding Documents.
- C. Addenda are instruments issued by the LCRC to address all inquiries received and any other changes or clarifications to the Bidding Documents.
- D. A Bid is a complete and properly executed proposal to perform the requirements contained in the Bidding Documents for the sum proposed, and submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which Bidder offers to perform the Work required by the Bidding Documents.
- F. A subcontractor is a person or entity that performs work for the bidder and is contracted directly with the bidder.
- G. Work is the completed project in its entirety as required by the Bidding Documents, resulting from furnishing and performing all services, obligations, responsibilities, management, supervision, labor, materials, equipment, construction equipment, general conditions, permits, taxes, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, field supplies, Bonds, insurance, mobilization, close-out, overhead, and all connections, devices, and incidental items of any kind or nature required and/or made necessary by the Bidding Documents.
- H. Contractor is the awarded bidder who has agreed to perform the Work.
- I. Regular Work Hours is 8:00am-4:30pm.
- J. Regular Work Days is Monday-Friday excluding holidays.
- K. The use of the words "provide" or "provided" in connection with any item specified, is intended to mean, unless noted, that such items shall be furnished and installed and connected where so required.
- L. The use of the term "project" refers to the scope of the ITB as defined in the "Instructions to Bidders".
- M. A nuisance call is a call where the elevator shut-down was caused by a known or unknown

source, and is outside of the scope of contract but the call is answered by the elevator personnel not knowing the cause. If time at the building is one (1) hour or less (to be documented by a person at the building), the cost is to be absorbed by the Contractor. Any fraudulent documentation shall be cause for cancellation of the contract.

- N. Vandalism shall be defined as the intent to destroy.
- O. Performance is measured by that which was designed and built into original installation.
- P. Non-performance can be but not limited to the following:
  - If any vertical transportation is out of service for more than seven (7) days, (without permission in advance).
  - If a call is not answered within three (3) regular work hours or the agreed upon time between Contractor and LCRC for normal call-outs and ½ hour (30 minutes) for entrapments.
  - Any failure to perform regular inspections within two (2) days of schedule or falsifying records.
  - Failure to correct problems on the third call-back.
  - Failure to follow and document maintenance procedures and frequencies with LCRC each trip.
  - Non-compliance with minimum performance standards. Failure to meet the preceding requirements shall give LCRC the right to suspend payments for that period of time at regular monthly billing rates or terminate the contract.
  - Failure to submit monthly "call tickets," maintenance records and test reports to LCRC.

#### **1.4 GENERAL**

- A. Contractor agrees to provide all material, furnish all labor and services specified in this ITB including permits necessary for maintenance (where conditions warrant, adjust, lubricate, repair or replace the mechanical and electrical parts) of the type elevator(s) listed on the Bid Breakdown Form and related equipment located at LCRC specified in accordance with the specifications annexed hereto.
- B. Bids will be considered only from bidders who are regularly established in the business called for and who, in the judgement of the LCRC, are financially responsible and able to show evidence of the reliability, ability, experience, facilities, and persons directly employed and supervised by them to render prompt and satisfactory service.
- C. The contractor must have successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years. In lieu of the above, the Contractor can include full time journeyman mechanics who have successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years. The contractor shall (upon request) provide proof of having met these qualifications.
- D. Elevator contractors must be licensed in the State of Louisiana.
- E. Contractor must be certified/authorized to work on Otis elevators. Proof must be submitted with bid.
- F. Compliance with the latest edition of A.N.S.I. A17.1 code with and including supplemental adoptions will be required.
- G. LCRC reserves the right to add or delete elevators as necessary.
- H. Bid prices must be firm for a period of sixty (60) days from the date of the bid opening to allow for evaluation if necessary.
- I. If any problems occur or questions arise concerning the "original manufacturers parts" or "equal" it shall be the responsibility of the Contractor to provide such verification as may be requested by LCRC.
- J. All work is to be performed during regular working hours and on the regular working days of the elevator trade unless otherwise specified below.
- K. Contractor should verify and be satisfied that a governor and safety test was made to LCRC's elevators by Otis Elevator Company within the past twelve (12) months and therefore

Contractor assumes the liability for operation of the governor and safety devices of these elevators and throughout the term of this contract.

- L. Contractor must include twenty-four (24) hour emergency call-back service.
- M. Contractor shall immediately notify LCRC of any misuse, abuse or accidental damage and document incident before LCRC accepts as extra cost. Contractors will not be responsible for misuse, abuse or accidental damage by others. Misuse of the term vandalism will not be accepted as extra cost to LCRC.
- N. Performance shall be measured by that which was designed and built into the original installation. Eliminating the operations or shunting any circuits without written permission shall give the LCRC the right to terminate the contract.
- O. It is absolutely necessary to lubricate, adjust and check operation of all elevators at regular intervals and anything less will place the contractor in default. A call-back must be entered in the records as just what it is and will not be listed as an inspection. Inspections will be made on schedule. A route sheet will be furnished for LCRC's record and follow-ups.
- P. Periodically clean the machine room, car top, and pit of debris related to contractors work in these areas.
- Q. Each visit to the building must be documented and signed by the Facilities Manager, or his/her designee. Invoices will not be paid until the above information is received. (Copies of your records, which include LCRC's representative's signature, with invoices will be satisfactory)
- R. A repair which results in down time or not covered under this contract must be listed as just what it is and must be scheduled with LCRC before proceeding.
- S. Obsolete parts must be certified by the manufacturer and approved by LCRC. If a part becomes obsolete during the period of the contract, it is the Contractor's responsibility to replace the part and LCRC's responsibility for expenses incurred to perform the modification, i.e. piping, electrical.
- T. Normal response time to be no more than three (3) regular work hours, unless mutually agreed to by Contractor and LCRC. However, in the event someone is trapped in an elevator, response time shall be no more than thirty (30) minutes. Failure to meet these response times will be just cause for cancellation of the contract.
- U. It is understood that parts required to be maintained on the premises remain the property and responsibility of the Contractor.
- V. All tests required by current ASME A17.1 must be made in the week of the date on which the test is due and shall be documented in writing to LCRC. If this documentation is not received within four (4) months after effective date of contract, monthly payment for maintenance shall be withheld until this report is received.

## 1.5 CALLBACKS

- A. Callback Standards: Nominally four (4) to possibly six (6), excluding nuisance calls, per year average.
- B. Where overtime callbacks are excluded, the Contractor must obtain an authorization from one of the persons listed below, otherwise the cost will not be approved nor will payment be made for unauthorized callbacks.
- C. Callbacks will **not** include maintenance of car lights and exhaust fans. These items will be maintained during regular visits.
- D. The following are persons who may approve answering an overtime callback.
  - **Donnie Broussard or current Facilities Manager, 504-210-1742**
  - **Sven Davisson or current Chief Administrative Officer, 504-210-1030**
  - **Deborah Reeder, or current Chief Financial Officer, 504-210-1030**

## 1.6 PARTS

- A. Contractor must maintain at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each elevator. This inventory shall include frequently

used replacement parts and lubricants. Materials or parts to be used are to be genuine original manufacturer's renewal parts or equal to those furnished with the original installation. Contractor shall maintain an up to date inventory of all spare parts by part number on the job site.

**1.7 DELIVERABLES**

A. Provide monthly “call tickets”, maintenance records, and test reports.

**1.8 CONTACT INFORMATION**

A. All questions regarding the bidding of the Project shall be sent by either of the following methods:

- By E-mail: [fiscal@lcrc.info](mailto:fiscal@lcrc.info) with subject line: **Elevator Maintenance & Repairs Question**
- By Mail, Express Service to: LCRC Fiscal Department, 1700 Tulane Avenue, New Orleans, LA 70112. Mark envelopes or document: **Elevator Maintenance & Repairs Question**

**1.9 PRE-BID CONFERENCE**

A. A pre-bid conference is not required for this project. However, a mandatory jobsite visit is required for all bidders prior to submitting their bid. Visits can be scheduled via email to [dbroussard@lcrc.info](mailto:dbroussard@lcrc.info). Bidders shall carefully examine the bidding documents and the sites to obtain first-hand knowledge of the scope and the conditions of the work. Each Contractor, by submitting a proposal to perform any portion of the work, represents and warrants that he has examined the specifications and site of the work, and from their own investigation, has satisfied themselves as to the scope, accessibility, nature and location of the work; Character of the equipment and other facilities needed for the performance of the work; The character and extent of other work to be performed; The local conditions; Labor availability, practices and jurisdictions and other circumstances that may affect the performance of the work. No additional compensation will be allowed by LCRC for failure of such Contractor or Sub-Contractor to inform themselves as to the conditions affecting the work.

**1.10 TIMELINE AND SELECTION PROCESS**

<i>Action</i>	<i>Date</i>
ITB Release Date	May 9, 2019
Jobsite Visit (if necessary)	May 10-15, 2019
Deadline to receive written inquiries	May 20, 2019
Deadline to answer written inquiries	May 23, 2019
Deadline for submitting bids	May 30, 2019
Purchase Order issued on or before	June 14, 2019

**1.11 BID PREPARATION AND SUBMITTAL**

- A. Submit Bid in triplicate on the Bid Form included with the Bidding Documents.
- B. The Bid Form shall be fully filled in, using ink or a typewriter, and Base Bid amount shall be in words as well as in figures. Every blank shall contain a mark to show that none were unintentionally left blank.
- C. The signature shall be in longhand, written in ink, and executed by a principal or corporate executive duly authorized to bind Bidder to a contract (See Section 1.11D below). Include

- Signer's full legal name. The submitted Bid Form shall be without modification, except to fill in blanks, and shall be unmodified by interlineation, alteration, or erasure.
- D. LCRC requires evidence of authority to sign and submit bids. You must indicate which of the following apply to the signer of this bid.
1. The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. A copy of the annual report or partnership record must be submitted to this office before contract award.
  2. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents must be attached hereto.
  3. The bidder has filed with the secretary of state an affidavit or resolution or other acknowledged/ authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
- E. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner may not be accepted:
1. Bid contains no signature indicating intent to be bound;
  2. Bid filled out in pencil; and
  3. Bid not submitted on the LCRC's Bid Forms.
- F. Bids must be received at the address specified in the Bidding Documents prior to the deadline for submitting bids in order to be considered. Fax alterations, not involving pricing, to bids received before deadline will be considered provided bid form and faxed alteration have been received and time-stamped before due date. Alterations to price must be received in a sealed envelope with the name of project, due date and time displayed on the outside of the envelope and time stamped before deadline. Entire bid should be returned, except item pages not bid.
- G. Bid shall not contain recapitulation of requirements, nor stipulations added by Bidder.
- H. Submit Bid in hard copy to the below address. Bids submitted by oral, electronic, or fax transmission will not be considered.

**Louisiana Cancer Research Center**  
**Attn: Ryan Graffagnini – Elevator Maintenance & Repair ITB**  
**1700 Tulane Avenue, 10<sup>th</sup> Floor**  
**New Orleans, LA 70112**

- I. Enclose Bid in a sealed, opaque envelope plainly marked on the outside with the name of the Project, and Bidder's name. Envelope shall be enclosed in an outer envelope, addressed with the location for receipt of bids along with the name of project, due date and time displayed on the outside of the envelope.
- J. Bid prices must be complete and shall include delivery of all items f.o.b. destination or as otherwise provided. Bids containing "payment in advance" or "C.O.D" requirements may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Payment is to be made within 30 days after receipt of properly executed invoice and upon satisfactory completion of the work.
- K. The bid should be prepared in a simple format, providing a straightforward, concise delineation of capabilities to satisfy the requirements of the LCRC as described within this ITB and provided in the enclosed Bidding Documents. Elaborate bindings, mass produced promotional materials and other displays adding unnecessary bulk are not desired. All information should be formatted to fit on 8 ½ by 11 size white paper.
- L. In addition to the Bid Form, bids should include all requirements stated in section "Required attachments to Bid Form" (See section 1.22) with their bid.

- M. Bids submitted are subject to provisions of the laws of the state of Louisiana including but not limited to La.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
- N. Bidder shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the City of New Orleans and the State of Louisiana. The Contractor shall include in their bid all applicable state, federal or other taxes required. LCRC is exempt from all state and local sales and use taxes.
- O. Unless specifically called for in the solicitation, all furniture and furnishings items and products for purchase must be new, in first-class condition, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
- P. By signing the bid, the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. All bid information shall be with ink or typewritten.
- Q. By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- R. In accordance with the provisions of La. R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
- S. By signing and submitting any proposal for \$25,000 or more, the Bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in subpart f of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed via the internet at sam.gov.
- T. All corporations and limited liability companies must be in good standing with the Louisiana Secretary of State in order to hold a contract with the LCRC.
- U. The LCRC will not pay any costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract. The LCRC will not be responsible for any proposer expenses related to unsolicited information, response development or oral demonstrations which may result from this ITB. The LCRC will not pay any amounts proposed and identified as insurance, bonds or taxes of any kind.

## **1.12 INVOICES**

- A. All invoices shall address LCRC and shall be sent to [accountspayable@lcrinfo](mailto:accountspayable@lcrinfo) or mailed to the address below and should include any documents to support invoice charges.

**Louisiana Cancer Research Center**  
**Attn: Accounts Payable**  
**1700 Tulane Avenue, 10<sup>th</sup> Floor**  
**New Orleans, LA 70112**

- B. LCRC reserves the right to audit and inspect all records and worksheets of the Contractor pertaining to this contract. LCRC retains the right to withhold 10% of the total payment pending satisfactory completion of the project if unresolved issues remain at the time the invoice is due.

### **1.13 RECORDS & RETENTION**

- A. The Contractor shall maintain a complete, orderly and chronological file, including drawings, parts lists specifications and copies of all prepared reports. A record of all callbacks and repairs shall be kept by the Contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. A copy of the elevator maintenance log must be filled out and forwarded to LCRC's Facility Manager, via email to facilities@lcrc.info. The reports or trouble calls must be verified and signed by a person designated by LCRC, who will retain a copy. All trouble calls (callbacks and repairs) are indicated by a "call ticket" and signed by the Contractor and LCRC. A copy of these "call tickets" is to be forwarded to LCRC's Facility Manager, via email to facilities@lcrc.info on a monthly basis.
- B. The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

### **1.14 AUDIT OF RECORDS**

- A. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration (DOA), federal auditors, LCRC's auditors, or others so designated by the DOA has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

### **1.15 BID MODIFICATION OR WITHDRAWAL**

- A. Bid shall remain firm and may not be modified or withdrawn by Bidder following the time and date specified for receipt of bids of forty-five (45) calendar days, and Bidder so agrees by submitting a Bid.
- B. Prior to the time and date specified for receipt of bids, a submitted Bid may be modified or withdrawn on written request received from Bidder. Alterations to price must be received in a sealed envelope with the name of project, due date and time displayed on the outside of the envelope and time stamped before the deadline.
- C. Bid modifications and withdrawals shall be delivered to the party, and at the place, designated for receipt of bids.
- D. Resubmittal of a withdrawn Bid will be permitted up to the time and date designated for receipt of bids. The Bid, as resubmitted, must be sealed and shall comply fully with the Bidding Documents.
- E. The LCRC reserves the right to change the bid dates or issue an Addenda to the Bidding Documents at any time. Any changes to the Bidding Documents will be notified via email.

### **1.16 INTERPRETATION/CORRECTION OF BIDDING DOCUMENTS**

- A. If, after thorough review of the documents and site, Bidder is unable to resolve question(s) of discrepancy, omission, ambiguity, or conflict in the Bidding Documents, or between the

documents and site conditions, or should Bidder be in doubt as to the true meaning intended by the Bidding Documents, Bidder should submit to the LCRC request for interpretation. Bidder shall be responsible for timely delivery of request, which shall be prior to the deadline to receive written inquiries.

- Request shall be emailed at [fiscal@lcrc.info](mailto:fiscal@lcrc.info).

B. Interpretation of the Bidding Documents will be made only by Addendum. LCRC will not be responsible for oral instructions.

#### **1.17 BID BREAKDOWN**

A. Bidder shall complete the Bid Breakdown Form as indicated in the Bid Form, for use by the LCRC in evaluating the Bid. Bidder affirms that the dollar amounts given include their respective proportionate shares of overhead, profit, shipping, installation, and all other related charges.

#### **1.18 BID GUARANTEE**

A. A bid guarantee is not required for this project.

#### **1.19 PERFORMANCE BOND**

A. A performance bond is not required for this project.

#### **1.20 INSURANCE REQUIREMENTS**

- A. Contractor shall furnish LCRC with certificates of insurance effecting coverage(s) required by the ITB. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LCRC before work commences. The LCRC reserves the right to require complete certified copies of all required policies, at any time.
- B. Bidder shall file with the LCRC certificates of Workmen's Compensation and Liability Insurance and shall make good all damage and loss due to his negligence. The Bidders insurance coverage shall include, but not be limited to property damage, public liability, and workmen's compensation for its officers, employees or representatives either directly or indirectly employed or engaged by the Bidder.
- C. Workers Compensation Insurance shall have a limit no less than \$500,000.00 per occurrence.
- D. Commercial General Liability shall provide limits not less than \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage and \$2,000,000 aggregate.

#### **1.21 LIMITATIONS FOR USE OF SITE**

A. The LCRC is a smoke free campus. There is no smoking allowed in the building or on the grounds of the LCRC.

#### **1.22 REQUIRED ATTACHMENTS TO BID FORM**

- A. LCRC requires that the following information be included in the Contractor's cover letter to be submitted with the completed bid package:
1. Proof of Insurance
    - Provide proof of Workers Compensation and General Liability Insurance
  2. The Bid Breakdown Form
    - Refer to the "Bid Breakdown" section of the Instructions to Bidders(Section 1.17).
  3. Certification/authorization to work on Otis Elevators

### **1.23 ADDENDA**

- A. Requirements contained in the Bidding Documents shall apply to all Addenda, and the general character of the Work called for in all Addenda shall be the same as specified in the Bidding Documents for similar Work, except as otherwise specifically described in the Addenda. Incidental work necessitated by Addenda shall be included in the Bid, even though not mentioned.
- B. Before submitting a Bid, Bidder shall determine that Bidder has received all Addenda issued, and shall acknowledge their receipt in the Bid Form.
- C. No verbal or written approvals other than by Addenda will be valid.

### **1.24 SUBSTITUTIONS**

- A. Conditions governing the submission of substitutions for specific materials, products, equipment, and processes are in the general conditions. Requests for substitutions must be received by LCRC seven (7) working days prior to the established bid date.
- B. Substitutions that are submitted as “equal”, shall be measured as identical replacement of part or component installed by the manufacturer or a part or component proven superior. In no case shall a part or component with smaller parts or horsepower be considered equal or will a part that requires any modification to existing equipment be acceptable unless the part is a modification recommended by the Engineering Department of the original manufacturer.

### **1.25 CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- A. Acceptance of Bid (Award)
  - 1. It is the intent of the LCRC to award a Contract on an all or nothing basis to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.
  - 2. LCRC reserves the right to reject any or all bids and waive any informalities.

### **1.26 FORM OF AGREEMENT**

- A. Agreement for the Work shall comply with all terms and conditions outlined in the Bidding Documents.
- B. The maintenance of all elevators covered by the contractual agreement awarded from this ITB, shall include all parts listed on “Attachment A”, including replacements that have been modified or updated, all labor and the performance of all tests, along with the frequency of examinations as required by the manufacturer recommendations and ANSI requirements unless specifically excluded.
- C. Contractor shall not be liable for loss or damage resulting from strikes, lockouts, fires, explosion, theft, floods, riots, war, malicious mischief, storms, acts of God or other similar or dissimilar cases beyond its control. Contractor assumes no liability for accidents to persons or property except those directly due to the negligent acts or omissions of contractor or his employees or agents.
- D. LCRC agrees that it will not permit others to make alterations, additions, repairs, replacements or adjustments to the equipment subject to this contract, unless Contractor is notified by LCRC, prior to commencement. It is understood that Contractor shall not assume possession or management of any part of the equipment. (The intent is to have the Contractor awarded the bid perform the work, however, in the event that equipment has seemingly insolvable problems, LCRC at its expense, reserves the right to have other competent Contractor(s) examine and make repairs.) In such case the service shall be terminated for that period of time.
- E. The Contractor agrees to accept all of the equipment, (except as excluded by these specifications), on full maintenance, on the effective date of this contract, unless it is otherwise indicated by a detailed report, on each unit, and attached to his bid. It is also agreed that he will leave the units in the same condition and with the same performance when the contract is terminated, as on the date the contract was made effective.

- F. LCRC reserves the right from time to time to employ a certified ANSI elevator consultant to make such checks as they may deem necessary or advisable. When it is found that any of the elevators are not up to proper standards, safety requirements or tests are not being performed as required by the current A.N.S.I. Code of the State of Louisiana, LCRC may exercise any or all of its options as set forth in these specifications. If these demands are not promptly complied with, within fifteen (15) days after receipt of such notice, LCRC may cancel this agreement and enter into an agreement with others to perform such work and deduct the total cost thereof from the Contractors monthly charges for maintenance service. If the contract has been terminated or has expired, LCRC will demand payment from the contractor or their bonding agent for the additional costs incurred.
- G. LCRC reserves the right to act as sole agent in determining if service is satisfactory, including a determination of whether parts need replacing in accordance with ASME A17.1 code. The Contractor's failure to comply with LCRC's demands in this regard, within ten (10) days of mailing of a certified letter containing such demands, will constitute a circumstance under which LCRC may immediately terminate the contract.
- H. LCRC has the right to cancel any contract for convenience and for cause, including but not limited to, the following: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the LCRC; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. LCRC, by written notice, may terminate this contract, in whole or in part, when it is in LCRC's interest. If this contract is terminated, LCRC shall be liable only for goods or services delivered or accepted. LCRC notice of termination may provide the contractor thirty (30) days prior notice before it becomes effective.
- I. The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- J. All contracts shall be construed in accordance with and governed by the laws of the state of Louisiana.
- K. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the LCRC, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the LCRC, its officers, its agents or its employees.
- L. Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974.
- M. The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part

- of the compensation to which he is otherwise entitled.
- N. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of violating facilities.
  - O. The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
  - P. The contractor hereby agrees to adhere to the provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
  - Q. The contractor hereby agrees to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
  - R. In accordance with executive order number JBE 2018-15, the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees: By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. LCRC reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.27 INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.
- B. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the LCRC from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the LCRC.
- C. Contractor will indemnify, defend and hold the LCRC harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the LCRC in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the LCRC shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the LCRC may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions.
- D. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based

- upon: (i) LCRC's unauthorized modification or alteration of a Product, Material, or Service; (ii) LCRC's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) LCRC's use in other than the specified operating conditions and environment.
- E. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the LCRC's exclusive remedy to take action in the following order of precedence: (i) to procure for the LCRC the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the LCRC up to the dollar amount of the Contract.
- F. For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- G. The LCRC may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **1.28 BIDDER'S REPRESENTATION**

- A. Bidder, by submitting a Bid, represents that:
1. Bidder has read and understands the Bidding Documents and Bid is made in accordance therewith.
  2. Bidder has visited the jobsite and is familiar with all conditions under which the Work is to be performed and otherwise affecting the Work.
  3. Bidder's Bid is based upon the products and services described in the proposed Bidding documents without exceptions.

#### **1.29 ATTACHMENTS:**

- A. Parts Covered In Contract

END OF BIDDING INSTRUCTIONS

BID FORM

BIDDER'S CONTACT INFORMATION:

Firm Name: \_\_\_\_\_

License No. \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

PROPOSAL TO:

LCRC: Louisiana Cancer Research Center

Address: Attn: Ryan Graffagnini  
1700 Tulane Avenue, 10<sup>th</sup> Floor  
New Orleans, LA 70112

Project: Louisiana Cancer Research Center, Elevator Maintenance & Repairs

1.1 BASE BID

A. The Undersigned, referred to as Bidder, having examined the Bidding Documents and the Project site, hereby proposes to furnish labor, materials, tools, equipment, services, shipping, and insurance required to complete the Work in connection with the Contract, in accordance with the Bidding Documents, for the LUMP SUM BASE BID AMOUNT of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_),

*(the amount is shown in both words and numbers In case of discrepancy, the words will govern; typical throughout.)*

This stated amount constitutes the Base Bid and includes all Allowances required by the Bidding Documents.

1.2 ADDENDA

A. Bidder acknowledges receipt of the following addenda covering revisions to the Bidding Documents, and states that the costs, if any, of such revisions have been included in the Base Bid and other prices quoted herein:

*(If no Addenda have been received, write in "None.")*

Addendum No. \_\_\_\_\_, Dated  
Addendum No. \_\_\_\_\_, Dated  
Addendum No. \_\_\_\_\_, Dated  
Addendum No. \_\_\_\_\_, Dated

1.4 REQUIRED ATTACHMENTS TO BID FORM

- A. Bidder attaches the following, fully executed in accordance with the aforementioned:
1. Proof of Insurance
  2. Bid Breakdown
  3. Proof of certification/authorization to work on Otis elevators

1.5 WITHDRAWAL OF BID

- A. Bidder agrees that its Bid will remain firm and will not be withdrawn for a period of 45 calendar days after the scheduled closing time for receipt of bids.

1.6 REJECTION OF BIDS

- A. Bidder understands that the LCRC reserves the right to waive any informality in the bidding and to reject any or all bids.

1.7 AGREEMENT

- A. The LCRC Purchase Order issued to awarded bidder must adhere to the terms and conditions included in the Bidding Documents. The Purchase Order and the Bidding Documents will be combined to form the complete contract when the award is made.

1.8 LEGAL STATUS OF BIDDER

A. Bidder does hereby declare that it has the following legal status:  
(Fill out applicable legal status, and strike out the other two)

1. A corporation, organized and existing under state laws

for whom, \_\_\_\_\_ ,  
(print name of undersigned)  
whose signature is affixed hereto, is duly authorized to execute contracts.

2. A partnership, all the partners of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____

3. An individual, whose signature is affixed hereto.

1.10 FIRM NAME AND ADDRESS OF BIDDER, AND SIGNATURE

A. This Bid is submitted in the name of:

Business name: \_\_\_\_\_

Business address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Signature)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

END OF BID FORM

Bid Breakdown Form

Item	Manufacturer	Description	Model No.	Qty	Unit	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Extended Three Year Total
ELV 1	Otis Elevator Co	Gearless	737684	1	Year				
ELV 2	Otis Elevator Co	Gearless	737685	1	Year				
ELV 3	Otis Elevator Co	Gearless	739149	1	Year				
ELV 5	Otis Elevator Co	Gearless	ACZ655	1	Year				
ELV 6	Otis Elevator Co	Gearless	627750	1	Year				
GRG 4	Otis Elevator Co	Hydraulic	248655	1	Year				
EMR		Emergency overtime callbacks & repairs (Two hours and one person maximum, unless approved)		1	Hour				

END OF BID BREAKDOWN FORM