

## INVITATION TO BID



**Bid Number: 232406 , Maintenance Lift Stations, Pumps, etc. at Various BRCC Sites**

**Bids Will Be Publicly Opened: March 26, 2024 at 9:00 a.m.**

Bid Release Date: March 4, 2024

### INSTRUCTION TO BIDDERS

- 1 Baton Rouge Community College (BRCC) will accept quotes via facsimile or email prior to the quotation due date and time listed above. Quotations subject to the conditions stated herein and attached hereto, are hereby invited and will be received at this office by fax or email response.
- 2 **ALL PRICES MUST BE FIRM AND ARE TO BE QUOTED COMPLETE AND FOB Baton Rouge Community College, Baton Rouge, LA unless otherwise stated by the College in this form. Freight to be Prepaid and Allowed.** To ensure consideration of your quote please include all pages of quotation documents in your quote.
- 3 Vendor is responsible for including all applicable taxes in the quotation price. BRCC is exempt from all state and local sales and use taxes.
- 4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
- 5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
- 6 Quotations shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. By signing this quotation form the vendor certifies compliance with all Instructions and General Conditions and further certifies that this quote was issued without collusion or fraud.
- 7 The College reserves the right to award the order by individual items, related items, or by total, whichever it deems to be in its best interest and the College also reserves the right to reject any and all quotations and to waive informalities. College may terminate the contract for convenience at anytime (1) by giving thirty (30) days written notice to the contractor of such termination or (2) by negotiating with contractor an effective date. College shall pay contractor for, if applicable: (A) deliverables in progress; (B) the percentage that has been completed satisfactorily; AND(C) for transaction based services up to the date of termination, to the extent work has been performed satisfactorily.
- 8 Unless otherwise called for in the specifications, all products are to be new, current model, and of the best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. **WHEREVER MANUFACTURER’S TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE COLLEGE. ANY BIDDER PROPOSING EQUAL PRODUCTS IS TO SUBMIT WITH QUOTATION COMPLETE INFORMATION, INCLUDING SPECIFICATION AND PICTURES DEPICTING PROPOSED EQUALS. QUOTATIONS NOT SPECIFYING BRAND NAME AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED.** Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by College.
9. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “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 at [www.sam.gov](http://www.sam.gov) .

**QUOTATION**  
**PLEASE FILL IN ALL BLANKS and RETURN ALL PAGES WITH QUOTATION**

\_\_\_\_\_  
Signature of Authorized Bidder:  
(Shall be signed and dated)

\_\_\_\_\_  
Company:  
(Typed or printed)

\_\_\_\_\_  
Name, (Typed or Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Payment Terms: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Fax No. \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

- 1 Bid form.  
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
  - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
  - B. Bid not submitted on BRCC's standard Bid Package and Bid Form.
  
- 2 Receipt of Bids.  
Bids shall be received by email.
  
- 3 Bid Opening.  
Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the BRCC Purchasing Department during normal working hours.
  
- 4 Withdrawal of Bids.  
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
  
- 5 Standards of Quality.  
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Any product must be ADA compliant. Unless otherwise specified in the solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidders shall specify the brand and model number of the product offered in his Bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
  
- 6 New Products.  
Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, 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 Invitation.
  
- 7 This term contract period is for 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for two additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 36 months.

- 8      **Prices & Delivery.**  
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation prepaid by Bidder to destination and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.
- Bids other than Platform Delivery F.O.B. destination may be rejected. Platform Delivery FOB Destination means the successful bidder shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage, drayage, packaging, handling, palletizing, etc. shall be included in the Bid price. Include a packaging list that includes the purchase order number with each shipment.
- Bids may be rejected if the delivery time indicated is longer than that specified in the Invitation.
- 9      **Taxes.**  
Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10     **Award.**  
A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form.
- BRCC reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all Bids and waive any informalities. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.
- 11     **Invoices.**  
Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.
- 12     **Purchase Order/Contract Cancellation for Cause.**  
BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, 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 BRCC;
  - (5)      Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
  - (6)      Any other breach of contract.
- 13     **Termination of the Purchase Order/Contract for Convenience.**  
BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 14     **Termination for Non-Appropriation of Funds**  
The continuance of the 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 or Title 39 of the Louisiana Revised Statutes of 1950 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.
- 15     **Default of Contractor.**

Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.

16 Order of Priority.  
In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.

17 Applicable Law.  
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18 Terms and Conditions.  
This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

19 Equal Opportunity.  
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

20 Non-Exclusivity Clause.  
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

21 Scope of Work Inclusions.  
Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.

Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the required services.

Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that BRCC's premises and items furnished are left in good order, clean and properly installed.

22 Purpose.  
The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.

23 Insurance and Indemnity.  
See Exhibit A

24 Pre-Bid Inspections.  
**A NON MANDATORY PRE BID MEETING WILL BE HELD ON: MARCH 12, 2024 AS PER BELOW.**

**BIDDERS MUST NOTIFY BRCC BY EMAIL PRIOR TO MONDAY, MARCH 11, 2024 IF THEY WILL BE ATTENDING ANY OF THE NON MANDATORY PRE BID MEETINGS USING EMAIL ADDRESS – [washingtonb@mybrcc.edu](mailto:washingtonb@mybrcc.edu)**

**NON MANDATORY PRE BID LOCATIONS AND TIMES: Tuesday March 12, 2024**

**EQUIPMENT WILL BE VIEWED AT:**

**9:30 AM MID CITY, 201 COMMUNITY COLLEGE DRIVE (Meet in Front of the Governors Building)**

**10:30 AM ACADIAN, MAIN ENTRANCE, 3250 N. ACADIAN THRUWAY E**

11:30 AM ATC, MAIN ENTRANCE, 2115 NORTH LOBDELL  
12:30 PM CENTRAL, MAIN ENTRANCE, 10700 HOOPER ROAD, CENTRAL, LA  
2:30 PM PORT ALLEN, 3233 ROSEDALE ROAD, PORT ALLEN, LA

\*\*\*\*\*IF BIDDERS WILL BE ATTENDING ANY OF THESE NON MANDATORY PRE BID MEETINGS THEY MUST EMAIL BRCC AT [washingtonb@mybrcc.edu](mailto:washingtonb@mybrcc.edu) PRIOR TO March 11, 2024

Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid. If vendor finds conditions that disagree with the physical lay-out as described in this bid or other features of the specifications that appear to be in error, same shall be brought to the attention of the BRCC Purchasing Department personnel prior to bid opening.

25 BRCC Inspection.  
All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.

In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC.

26 N/A

27 Signature Authority.  
ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

**PLEASE CIRCLE ONE.**

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 SHOULD 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 SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

28 It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

29. Materials & Workmanship.  
It is the intent of these specifications to describe a complete system in satisfactory operating condition. The work will be installed in accordance with all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus required for the work will be new, of the quality specified, furnished, delivered, erected, connected and finished in every detail and will be so selected and arranged to fit properly in the building space. All work will be executed by competent workmen and in a thorough, substantial and workmanlike manner.

30. **Experience Requirements.**  
**The Contractor shall have a minimum of five years of service experience in commercial maintenance for equipment listed in Scope of Work. The Contractor shall supply names of at least two (2) facilities where similar services have been successfully performed within the last five (5) years including the telephone numbers, person to contact for references**

**Each bidder shall attach an organization profile of their company. This description should include but is not limited to the following information:**

- 1) The year the company was formed.**
- 2) Total number of years of maintenance experience.**
- 3) Total number of technicians employed with the company.**
- 4) Total number of businesses (not residential) and/or comparable facilities under contract for maintenance services.**

**\*\*\*\*\*A listing of all personnel assigned to the contract and their qualifications shall be submitted as a part of the bid package. BRCC reserves the right to review and reject any bid based on lack of qualified technicians.**

**BRCC shall have quarterly meetings with the Contractor to review the maintenance schedule, work performed, and the progress of the maintenance to date. The contractor shall provide all maintenance schedules which will be reviewed by BRCC and revisions may be made at that time. Maintenance schedules shall be delivered to BRCC in a summarized, typed, electronic format and containing the following information: Work Request, Date Work Performed, Location, Problem, Corrective Action, and Current Status.**

31. **Bidder Inquiries.**  
An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries **MUST** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by the close of business on March 14, 2024. Only those inquiries received by the established deadline shall be considered by BRCC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid must be delivered by e-mail to:

Bland Washington  
Assistant Director of Purchasing

E-mail: [washingtonb@mybrcc.edu](mailto:washingtonb@mybrcc.edu)

An addendum will be issued and posted to the LAPAC website to address all viable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any BRCC employee or consultant. It is the bidder's responsibility to check the LAPAC website regularly for addenda that may be issued.

### **SPECIAL TERMS AND CONDITIONS**

-Scope of work includes labor, materials and services required to produce a completed installation or job which is acceptable to the agency.

-This term contract period is for 12 months. Suppliers shall maintain an adequate supply of items to meet the specified delivery dates. Upon agreement of BRCC and the contractor, a term contract may be extended for two additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 36 months.

#### **Bid Quantities on Term Contracts.**

For an open-ended requirements term contract, quantities shown are based on the previous contract usage or estimates. When usage is not available, a quantity of one (1) indicates a lack of history on the item. The successful Bidder shall supply, at Bid Prices, actual requirements as ordered whether the total of such requirements is more or less than the quantity shown.

2 Other Instructions:

- Vendor submitting a bid shall be in the business covered herein, either wholesale or retail.
- Vendor submitting a bid shall employ a local staff of full time service technicians.
- In the event a greater or lesser quantity is needed, the right is reserved by BRCC to increase or decrease the amount at the unit price and terms stated in the bid.

3 BRCC Point of Contact: Bland Washington – washingtonb@mybrcc.edu

**SCOPE OF WORK**

The intent of this bid and resulting contract is to provide maintenance for BRCC’s lift stations, wastewater pumps, grease traps and any related equipment to assure systems remain functioning and in DEQ compliance. This work will be done in strict accordance with the specifications and special conditions outlined herein. This service shall include, but not be limited to all labor, materials, chemicals and equipment necessary to provide regular maintenance of the referenced equipment. Contractor will provide all supplies necessary for the maintenance of the equipment which will include but not be limited to: oils, grease, cleaning materials, chemicals, belts, etc.

Within 30 days of the start of the contract the contractor must generate a list of equipment (to include but not be limited to: pumps, motors, conduit, etc.) needing repairs with quotes for each project. Repairs will only be done upon approval of BRCC. BRCC will review the list and determine how to proceed.

Contractor should notify owner of equipment repairs or recommended additions as necessary and/or in the monthly report. Contractor should provide a quote for repairs of any equipment including the cost of time, material and equipment necessary for the repair job. Repair can only be done upon approval of the owner. BRCC has the option to obtain other quotes for repairs work as needed and as required by state statutes, rules, regulations, etc.

During the course of this contract, contractor shall inspect and maintenance electrical, control and instrumentation equipment associated with BRCC’s Lift Stations. If any equipment is found to be not functioning correctly, BRCC Facilities Department must be notified by written report within 24 hours. The written report shall include list of equipment not functioning correctly and a quote to repair the equipment or correct situation.

Contractor shall submit to BRCC Facilities Department a monthly report detailing all maintenance work done and findings from previous month. This report is due by the 5th day of the month following monthly maintenance and service work. Report must specify conditions of equipment, exact location, and other details. BRCC will provide an email list of recipients for this report including Facilities and Environmental Health and Safety departments.

Contractor shall notify to BRCC’s Facilities Department of treatments 1 week prior to work being done. Contractor shall report to BRCC staff upon arrival to check in prior to beginning work at each site. Contractor shall provide a written service ticket with date, time and scope of work completed that must be signed after any work is completed at any site.

CONTRACTOR SHALL PREPARE FORM 7264 ANNUAL SLUDGE REPORT AS REQUIRED BY LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR CENTRAL AND PORT ALLEN SITES.

8

**MONTHLY:**

- Standard monthly maintenance of equipment as recommended by manufacturer
- Inspect electrical control panel, including lights, sirens, alarm systems and batter backups to insure proper operation.
- Record hours from hour meters to provide accurate record of how often each pump is cycling.
- Take and record amp and voltage reading on each pump monthly. Note if amp readings do not meet the manufacturer’s specifications.
- Perform a Meg Ohm test on the pump motors to determine the condition of the motor winding insulation monthly
- Open wet well and visually inspect the pumping of each pump monthly.
- Check pumps and piping visually for defects monthly.
- Check that exhaust fan is running and make sure all safety guards are in place
- Test Air Compressor: check oil levels, check belts for cracks, manually drain air tank and make sure all safety guards are in place
- Provide Chlorine Tablets as needed.
- Maintain areas around lift stations, pumps, etc. to make sure debris or old non-functioning equipment is not present. Any debris or non-functioning (broken) equipment must be removed at the vendor’s expense.

## **QUARTERLY**

Inspect submersible pumps quarterly. The condition of the pumps, impeller and suction port must be included on quarterly report. Clean and inspect floats quarterly.  
Grease the pumps and drivelines  
Check rainwater drain lift pump located at Central location to make sure it is functioning properly.  
Port Allen Location take sample and complete lab analysis of BOD, TSS, Fecal Coliform, pH, and Flow (includes sample pick up and transportation) send to DEQ. Resulting report should be sent to BRCC.  
Resample as needed if noncompliance is found.

## **SEMI-ANNUALLY**

Inspect check valves twice a year.  
Hooper Location Take sample and complete lab analysis of BOD, TSS, Fecal Coliform, pH, and Flow (includes sample pick up and transportation) send to DEQ. Resulting report should be sent to BRCC. If any samples show that a system is non-compliant then it will be the vendor's responsibility to provide services to correct the situation and resample. Resample as needed if noncompliance is found.  
Pump, Clean and remove debris from grease traps at Mid-City and Acadian (if needed). Size of grease traps is not available but should be estimated to be 1000 each.  
Central Location take sample and complete lab analysis as needed to meet DEQ requirements. Resample as needed at contractor's expense if noncompliance related to analysis is found.

## **ANNUALLY**

Motor control equipment inspected annually to find poor connections, worn parts, etc. This inspection must include infrared testing and panel maintenance.  
Central Location take sample and complete lab analysis as needed to meet DEQ requirements. Resample as needed at contractor's expense if noncompliance related to analysis is found.

9

## **AS NEEDED:**

Prepare LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY TESTING RELATED TO PORT ALLEN PERMIT # LAG535516 - AI # 27063 AND CENTRAL PERMIT # LAG 535392

AI#164000 LOCATIONS TO:

TAKE SAMPLES AND COMPLETE LAB ANALYSIS OF BOD, TSS, FECAL COLIFORM, pH, FLOW, ETC AS PER LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR THE ABOVE REFERENCED PERMITS AND SUBMIT TO LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY.

Resulting report MUST be sent to BRCC. Resample as needed at contractor's expense if noncompliance related to analysis is found.

Prepare DEQ Discharge Monitoring Report (includes any submission fee, etc.)

Provide services to correct situation for any noncompliant analysis report related to treatment/chemicals.

Contractor must take corrective action and provide supplies to correct the situation. Contractor must resample as needed until this situation is rectified.

If noncompliance relates to operational work or equipment then this situation must be included in the monthly report from contractor with a quote to repair equipment or recommendation to correct situation.

Pump out sludge as needed OR upon request of BRCC.

**EMERGENCY CALL OUT FEE** – Quantities listed are annual estimates. Call out is for contractor to inspect equipment, diagnose problem and provide quote to BRCC. Response is within 2 hours of call or notification.

## **EQUIPMENT TO BE MAINTAINED:**

MID CITY LOCATION, 201 Community College Drive, Baton Rouge, LA 70806

(4) Pumps

(2) Lift Stations

(2) Sump Pumps (Bienvenue Student Center Basement)

Grease Trap

ACADIAN LOCATION, 3250 North Acadian Thruway E., Baton Rouge, LA 70805

Grease Trap

Under-Counter Waste Collection Container (Grease Trap) (in Child Care Area)

CENTRAL/HOOPER LOCATION, 10700 Hooper Road, Central, LA 70818

Lift Station

Treatment Plant – 5000 GPD



- Rainwater drainage lift pump
- PORT ALLEN LOCATION, 3233 Rosedale Road, Port Allen, LA 70767
- Lift Station
- (2) Treatment Plants
- ATC, 2115 North Lobdell, Baton Rouge, LA 70806
- Lift Station

**IF BIDDERS WILL BE ATTENDING ANY OF THE NON MANDATORY PRE BID MEETINGS ON MARCH 12, 2024 THEY MUST EMAIL BRCC AT [washingtonb@mybrcc.edu](mailto:washingtonb@mybrcc.edu) PRIOR TO MARCH 11, 2024**

**BID FORM :**

<b>Item Number</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price (unit price x quantity)</b>
1	Monthly Maintenance of Equipment Referenced in Scope of Work at Mid-City Location. Price includes monthly, quarterly, semi-annual and annual maintenance.	MONTH	12		
2	Monthly Maintenance of Equipment Referenced in Scope of Work at Acadian Location. Price includes monthly, quarterly, semi-annual and annual maintenance.	MONTH	12		
3	Monthly Maintenance of Equipment Referenced in Scope of Work at Central/Hooper Location. Price includes monthly, quarterly, semi-annual and annual maintenance.	MONTH	12		
4	Monthly Maintenance of Equipment Referenced in Scope of Work at Port Allen Location. Price includes monthly, quarterly, semi-annual and annual maintenance.	MONTH	12		
5	Monthly Maintenance of Equipment Referenced in Scope of Work at ATC location. Price includes monthly, quarterly, semi-annual and annual maintenance.	MONTH	12		
6	Call Out Fee	2	EACH		
7	Sludge Removal per Wastewater Treatment Plant which will be done as needed or upon request of BRCC. This amount should include all fees, services, etc. associated with sludge removal. The quantity is an estimate.	2	EACH		
<b>TOTAL ANNUAL FEES</b>					

## EXHIBIT A

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees

and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. 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 Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance.

The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and

hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.