INVITATION TO BID

Bid Number: 232402 Call Towers, Call Boxes and Related Software

Bids will be accepted until April 16, 2024 at 9:30 A.M.

Bids Will Be Publicly Opened: April 16, 2024 at 10:00 A.M.

Bid Release Date: March 25, 2024



INSTRUCTION TO BIDDERS

- Bids will be accepted until April 16, 2024 at 9:30 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806. Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at Governors Building, DOWNSTAIRS LOBBY AREA, 201 Community College Drive, Baton Rouge, LA 70806, on April 16, 2024 at 10:00 a.m., in response to this Invitation to Bid. At 10:00 a.m., all Bids will be publicly opened and read aloud.
- To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. **Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806** on or before **April 16, 2024 at 9:30 a.m. CST**. DO NOT FAX OR EMAIL YOUR BID.
- All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
- 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.
- 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.
- Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 25.
- By signing this Invitation to 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.
- 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.

Signature of Authorized Bidder:	Company:		
(Shall be signed and dated)	(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 filled out in pencil;
- C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
- D. Telegraphic or facsimile bids.

2 Receipt of Bids.

Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.

3 Bid Opening.

Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.

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. The bid may be withdrawn by contacting BRCC's Purchasing Department.

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. 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. Objections to the specifications or bid conditions shall be filed in writing and received by the Purchasing Department at least ten (10) days prior to the date of the bid opening. No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any BRCC employee or consultant. All products must be ADA compliant.

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 ten calendar days prior to the original bid opening date. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid must be delivered by mail, express courier, e-mail, hand or fax to:

Bland Washington Assistant Director of Purchasing 201 Community College Drive Baton Rouge, LA 70806

Fax: 225-216-8039

E-mail: 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.

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 Descriptive Information (Equivalency).

Bidders proposing an equivalent brand or model should submit, with the Bid information, such illustrations, descriptive literature, technical data, etc. sufficient for BRCC's Purchasing Department to evaluate quality, suitability, and compliance with the specifications in the Invitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to the manufacturer's public specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), Bidder shall state in what respect item(s) deviate. Failure to note exceptions on the Bid form will not relieve the successful Bidder(s) from supplying the actual products requested.

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. **Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.**

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of BRCC as to equivalency will be final.

8 Prices & Delivery.

Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, <u>including transportation prepaid by Bidder to destination</u> 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 <u>packaging list</u> 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/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, faxed, mailed, or delivered to the successful bidder is the official authorization to deliver the materials, supplies or equipment.

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.

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 Indemnity.

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action or to take other appropriate measures to indemnify, and hold harmless, BRCC and its employees from and against all claims and actions for bodily injury, death or property damages cause by the fault of a 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, 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 BRCC or its employees.

21 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.

22 Price Reductions.

24

Whenever there is a reduction in price which is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction shall be presented to the Purchasing Department.

23 Preference of Louisiana Products.

In accordance with La. R.S. 39:1604 a preference claim may be made for materials, supplies equipment or products manufactured, produced, grown, or assembled in Louisiana of equal quality. To claim a preference, a Bidder shall fully comply with the requirements and conditions of law and complete the preference statement as part of the Bid Package. Preferences shall not apply to service contracts.

comply with the requirements and conditions of law and complete the preference statement as part of the Bid Package. Preferences shall not apply to service contracts.					
Claiming Preference. Do you claim a preference? Yes No Specify Line Number(s)					
Specify location within Louisiana where product is manufactured, produced, grown, or assembled:					
Do you have a Louisiana business workforce? Yes No					
Failure to specify above information may cause elimination of preference. Preferences shall <u>not</u> apply to service contracts.					
Preference for United States Products. In accordance with the provisions of R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:					
(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.					
(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.					
(3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.					
(4) The vendor certifies that such items are manufactured in the United States.					
For the purposes of this preference					

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles,

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? ____YES

materials, or supplies, occur in the United States.

Specify line number(s):	
Specify the location within the United States where this product is manufactured:	
NOTE: If more space is required, include on a separate sheet.)	

25 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.
- 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.
- 27. CONTRACTOR'S LICENSE On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative. Contractor's License Classification must be Building Construction, and/or Electrical, and or Telecommunications

The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

- 29. In accordance with LA Revised Statute 39:1602.1, for a contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.
- 30. Federal Clauses, if applicable:

Anti Kickback Clause – The contractor agrees to adhere to the mandate dictated by the Copeland "Anti Kickback" Act which provides that each contractor or subcontractor 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.

Clean Air Act – The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders and requirements issued under section 306 of the clean air act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

Energy Policy and Conservation Act – The contractor hereby recognizes the 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 (P.L. 94-163)

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

Anti-Lobbying and Debarment Act – The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

31. Performance Bond

The Contractor shall provide a Performance Bond equal to 100% of the contract amount. The condition of this performance bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said contractor not fully indemnify and save harmless BRCC from all cost and damages which it may suffer by said contractor's non-performance or should said contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

The surety or insurance company furnishing the performance & payment guarantees shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

32. Liquidated Damages

The Contractor shall be assessed Liquidated Damages in the amount of \$50 per day for each consecutive calendar day for which work is not complete beginning with the first day beyond the completion time.

33. Change Orders

The Owner reserves the right to order changes within the general scope of the Work consisting of additions, deletions, or modifications. The contract sum, the contract time, and all such changes shall be authorized solely by written Change Order.

The Project Coordinator shall negotiate, in the best interests of the Owner, any such change order with the Contractor. The change order shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit, and overhead.

34. Payment

As Work progresses, the Contractor may render monthly invoices based upon the amount of the Work completed, less ten (10%) percent retainage. Stated Work completed shall be subject to the inspection and acceptance of the Project Coordinator, Architect or Engineer.

SPECIAL TERMS AND CONDITIONS

- Special Award:
- -All items will be awarded as all or none.
 - 2 Delivery Requirements:
- -Deliver within 4 weeks after receipt of purchase order.
- -Installation / set in place required. 30 day project completion time.
- -Debris and packing material are to be removed from site.

CAN YOU MEET THIS DELIVERY REQUIREMENT?

3 Other Instructions:

- -Vendor submitting a bid shall be in the business covered herein, either wholesale or retail. Vendor must be authorized distributor for brand quoted.
- -Vendor submitting a bid shall be a factory authorized agent for the manufacturer of the equipment quoted.
- If quoting an equal, supply supporting documentation for each item. Supply this information in the sealed bid package.
- 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.

4. Other locations may be added depending on functionality and funding.

5 Successful Bidder delivers to: Baton Rouge Community College

Areas as Specified in the Scope of Work

6 BRCC Point of Contact: Bland Washington - washingtonb@mybrcc.edu

7 SITE VISIT IS RECOMMENDED BUT NOT REQUIRED. SEE SCHEDULE BELOW.

LOCATION AND TIME:

MID CITY – April 9, 2024 at 9:00 am starting in the Parking Garage, First Floor, 201 Community College Drive, Baton Rouge, LA 70806.

BID FORM

Baton Rouge Community College - (BID# 232402) Call Boxes, Call Towers, and Related Software

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Purchase of Solar Powered Blue Light Call	12	EACH		
	Towers Replace Existing Towers Mid City				
2	Purchase of Call Boxes for Mid City Garage	20	EACH		
3	Installation of Call Towers	12	JOB		
4	Installation of Call Boxes	20	JOB		
5	Software year 1	1	YEAR		
6	Software year 2 - 5	4	YEAR		
7	Unlimited Calling and Monitoring	1	YEAR		
	TOTAL BID PRICE:				

Specifications for Call Boxes and Call Towers

Baton Rouge Community College (BRCC) is seeking to upgrade their existing emergency solar-powered blue light call towers and blue light call boxes in the parking garage at their Mid-City Campus. BRCC has multiple locations with new construction and development; therefore, the College is seeking to add and install solar-powered blue light call towers in strategic areas of each site to enhance the safety and security of our students, employees, and visitors. BRCC will be the owner of any call towers and blue light call boxes installed.

ITEM 1 on the Bid Form

A. Solar-Powered Blue Light Call Towers

Currently, there are **12** existing emergency blue light solar-powered outdoor call towers located throughout the MidCity campus. The college is seeking to have these all removed and disposed of while installing **12** brand-new, solar-powered emergency blue light towers in strategic areas of the Campus. This new system must be ADA compliant, possess and maintain a self-monitoring system, ability to disseminate clear audible messages to the BRCC Community as needed, with camera operability. The existing towers on BRCC's main campus are installed on existing concrete pads. The college is requiring the existing concrete pads to be removed and disposed of by awarded contractor; base should be installed industry-standard (at least 36 inches" deep; 18" round; 2" above grade). Contractor must provide engineering drawings prior to installation to ensure maximum wind loads of 150mph.

If bidding equivalent system, documentation showing that the system meets specifications must be included with the bid.

ITEM 2 on the Bid Form

B. Call Boxes in North Parking Garage

Currently, there are **20** existing wall-mounted call boxes in the parking garage at MidCity Campus. The parking garage has five levels, with four call boxes on each floor that need to be replaced per the specs below. The college is seeking to have these removed and disposed of while installing 20 brand-new, DC-powered emergency blue light call boxes. This new system must be ADA compliant, possess and maintain a self-monitoring system, ability to disseminate clear audible messages to the BRCC Community as needed, with camera operability. Additionally, the new system will no longer run on an analog phone line. Therefore, the awarded contractor must provide a well-known trusted and reliable network service provider (Verizon, AT&T, or equivalent) to deliver reliable cellular connection for remote connectivity that allow the call boxes to now make calls. The awarded contractor must be an authorized dealer to supply and support the selected provider (Verizon, AT&T, or equivalent) to deliver reliable cell phone service for each call box.

The awarded contractor must:

- (1) Supply and install equipment for call boxes and call towers, either directly or through a 3rd party;
- (2) Supply and install self-monitoring software for call boxes and call towers, either directly or through a 3rd party;
- (3) Monitor call boxes **and** call towers, either directly or a 3rd party self-monitoring software: and
- (4) Provide well-known trusted and reliable network service provider (Verizon, AT&T, or equivalent), as well as, an authorized dealer to supply and support the selected provider to deliver reliable cell phone service for each tower and call box.

In addition, all bids must include pricing for 1 year of unlimited calling and unlimited monitoring for each call tower and call box. The college requires a 12-month part and labor warranty and a 48-hr response time for any issue that may arise. A map of BRCC's MidCity Campus has been included that identifies the location of the parking garage, current placement of existing call towers, and recommended placement of the new solar-powered blue light call towers for review.

GENERAL -EMERGENCY BLUE LIGHT CALL BOXES

- The unit shall be an ADA-compliant, energy-efficient, cellular wireless communication voice and data device designed for outdoor use and is lab-certified for network activation by a well-known trusted and reliable network service provider (Verizon, AT&T, or equivalent), so substitutions, with built-in LED Blue Light, LED Area Light, illuminated faceplate, with camera option, at least a 27" extension arm, and comes equipped with a Mass Notification Speaker System(MNSS) and software integration with Mass Notification service providers for wide area broadcastings over the wireless network.
- The cellular wireless box can place voice calls over the well-known trusted and reliable network service provider (Verizon, AT&T, or equivalent), to a predefined number as the college's answer point and data calls to a monitoring server for daily alarm reporting and text notification to security personnel when a phone is in use. The box shall contain a controller board with software logic that monitors and reports alarm status to an IP maintenance server that emails alarm reports to system owners.

CONSTRUCTION

- The unit shall be housed in a free-standing steel box which incorporates a blue strobe light located below the speaker system on top the box.
- The box must come with a phone logo engraved with an LED faceplate light which will illuminate when the callbox button is pushed to light up the face of the person who pushes the button during nighttime use.
- The box shall incorporate an opening on the front to accommodate mounting the communications faceplate and electronics. The faceplate will include push-button options, engraved tower location, Braille "HELP" button and contain the radio, circuitry, and connectors on the backside of the faceplate.
- All components shall withstand appropriate outdoor atmospheric conditions for the areas in which they will be installed.

BLUE LIGHT BOX LIGHTING

- The box shall incorporate an energy-efficient blue strobe light, which includes an LED strip for high visibility and a high-intensity flasher which activates when the box is in use. The flasher shall have lifetime of 50,000 hours or equivalent.
 - The box shall incorporate an LED light that illuminates the faceplate. This light shall have a

rated lifetime of 50,000 hours or equivalent.

- The box shall incorporate clear polycarbonate lenses in each face of the owner providing 360-degree visibility of the blue strobe light.
- An indicator LED light labeled "CALL CONNECTED" shall be provided in the Faceplate indicating that the call has been received by the answer center.

The box shall incorporate an LED area light contained within the strobe housing, which will

- shine down and illuminate the area surrounding the device. The area light will activate from dusk until dawn.
- The Blue light LED Strobe must be connected and remotely controlled over the cellular network for different flashing patterns and configurations. The college must be able to change the pattern for the following, on all the time, flashing 2 on 2 off, 3 on 3 off, and so on.

COMMUNICATIONS

- The unit shall incorporate a stainless-steel faceplate providing speakerphone voice communications. The faceplate will include a 2 button faceplate with the ability to call two different numbers. A custom engraved tower location, Braille "HELP" button, and contain the radio, circuitry, and connectors on the backside of the faceplate.
- The faceplate shall incorporate a network-certified (Verizon, AT&T, or equivalent) cellular radio for placing calls through the cellular network. The radio shall be certified for voice and data use on the (Verizon, AT&T, or equivalent) Wireless network and shall support necessary technology needed for operability.
- The communications electronics (including radio) shall be fabricated from industrial grade components. The box shall be powered by 110/220V 60-cycle DC power or equivalent support. This option shall incorporate an internal battery system to support operation from ac power sources which are only on for a portion of the day (such as lighting systems). The DC power supply in the tower shall draw a maximum of 30W and shall be sufficient to fully recharge a depleted call box battery overnight. The internal battery shall provide sufficient capacity to support 7 days of operation without recharging and allows the tower to remain operational even in the event of an extended DC power outage.
- The box shall contain alarm monitoring software that includes alarm reporting on the Battery Voltage Acceptable or Unacceptable, Microprocessor Initialization Pass or Fail, AC/DC Module Disconnected, No Power Detected for 24 Hours, Excessive Cellular Call Attempts, Incomplete Maintenance Programming, Radio Frequency Signal Strength, Recent Account of Call Usage to the Answer Center or similar language.
 - The unit shall include a water-resistant microphone assembly.
- Unit shall be capable of automatically notifying the answer center of location via Caller ID. Tower location names are to be coordinated with the Owner.
 - When a call is finished, unit shall automatically shut off.

MASS NOTIFICATION SPEAKER

- The Mass Notification System shall be a standalone speaker and amplifier system housed in a steel housing and grill painted to match the box with tamper resistant fasteners.
- The speaker system shall have the ability to provide clear audible messages (preferably a minimum 106-dB sound level).
- The speaker system shall interface with the wireless radio and electronics and shall be capable of being integrated with any mass notification service provider. Messages shall be broadcast near-simultaneously through each tower over the wireless network.
- The individual units shall be capable of receiving and answering phone calls from the limited group assigned by the district and be broadcasted over the mass notification speaker system.
- The individual units shall be capable of receiving and answering phone calls from the limited group assigned by administrator and be broadcasted over the mass notification speaker

system.

WARRANTY

- All Equipment shall be warrantied against any defects in material and workmanship, under normal use for one year. In the event system is found by the manufacturer to be defective within the warranty period, the successful bidder must repair and/or replace any defective parts, provided the equipment is returned to the manufacturer.
 - Warranty shall include all parts and monitoring and additionally guaranteed.

GENERAL - BLUE LIGHT SOLAR-POWERED CALL TOWERS

- The unit shall be an ADA-compliant, energy-efficient, solar-powered, cellular wireless communication voice and data device designed for outdoor use and is lab certified for network activation by a well-known trusted and reliable network service provider (Verizon, AT&T, or equivalent) to deliver reliable cell phone service, no substitutions, with built-in LED Blue Light, LED Area Light, illuminated faceplate with camera option, at least a 27" extension arm, and comes equipped with a Mass Notification Speaker System (MNSS) and software integration with Mass Notification service providers for wide-area broadcastings over the wireless network.
- The cellular wireless tower can place voice calls over the well-known trusted and reliable network service provider (Verizon, AT& T, or equivalent) to a predefined number as the college's answer point and data calls to a monitoring server for daily alarm reporting and text notification to security personnel when a phone is in use. The tower shall contain a controller board with software logic that monitors and reports alarm status to an IP maintenance server that emails alarm reports to system owners. The unit shall be housed in a free-standing steel tower which incorporates a blue strobe light located below the speaker system atop the tower, no more than 50W.

CONSTRUCTION

- The tower enclosure shall be constructed of steel, with minimum width of 10.5, minimum depth of 8", and minimum height of 108"; contractor shall provide concrete foundation, capable of supporting tower; base shall be durable to withstand harsh weather conditions, including hurricane winds to support the foundation above the grade.
- The tower shall include high-intensity blue and white prismatic sheeting with the text "EMERGENCY" in high visibility white (minimum 2-5/8") tall letters on a safety blue background applied to each side of the tower. The length of the "EMERGENCY" decal sticker must provide adequate length and width to provide maximum visibility.
- The tower enclosure shall be finished with architectural grade powder coat paint in specified color compliant to American Architectural Manufacturers Association (AAMA) 2604 specifications. The tower must be custom colored to BRCC Red.
- Tower must come with a phone logo engraved with an LED faceplate light which will illuminate when the callbox button is pushed to light up the face of the person who pushes the button during nighttime use.
- The tower shall incorporate a base plate located above (minimum 2") the base of the tower enclosure. The base plate shall be constructed of steel (minimum 5/8"). It shall have a 4" diameter center hole for wiring access (if needed). The base plate shall have sufficient number of holes for anchor bolt attachments.
- 8.6 The tower shall incorporate a base access opening measuring 11.2" (height) x 8.6" (width) located 26.3" above the tower base. The battery access opening shall have a flush-mounted cover constructed of 10-gauge steel. The cover shall be attached by adequate tamper-resistant fasteners.
 - The tower shall incorporate a removable battery shelf located 7.6", 16.6", and 27.4"

above the tower base.

- The tower shall incorporate an opening on the front to accommodate mounting the communications faceplate and electronics. The faceplate will include push-button options, engraved tower location, Braille "HELP" button and contain the radio, circuitry, and connectors on the backside of the faceplate.
- All components shall withstand appropriate outdoor atmospheric conditions for the areas in which they will be installed.

BLUE LIGHT TOWER LIGHTING

- The tower shall incorporate an energy-efficient blue strobe light, which includes an LED strip for high visibility and a high-intensity flasher which activates when the box is in use. The blue strobe shall be minimum 5" tall and minimum 6.5." diameter base. The flasher shall have a rated lifetime of 50,000 hours or equivalent.
- The tower shall incorporate an LED light that illuminates the faceplate. This light shall have a rated lifetime of 50,000 hours or equivalent.
- The tower shall incorporate clear polycarbonate lenses in each face of the tower providing 360-degree visibility of the blue strobe light.
- An indicator LED light labeled "CALL CONNECTED" shall be provided in the Faceplate indicating that the call has been received by the answer center.
- The tower shall incorporate an LED area light contained within the strobe housing, which will shine down and illuminate the area surrounding the tower. The area light will activate from dusk until dawn.
- The Blue light LED Strobe must be connected and remotely controlled over the cellular network for different flashing patterns and configurations. The college must be able to change the pattern for the following, on all the time, flashing 2 on 2 off, 3 on 3 off, and so on.

COMMUNICATIONS

- The unit shall incorporate a stainless-steel faceplate providing speakerphone voice communications. The faceplate include a 2 button faceplate with the ability to call two different numbers. A custom engraved tower location, Braille "HELP" button, and contain the radio, circuitry, and connectors on the backside of the faceplate.
- The faceplate shall incorporate a network-certified (Verizon, AT&T, or equivalent) cellular radio for placing calls through the cellular network. The radio shall be certified for voice and data use on the (Verizon, AT&T, or equivalent) Wireless network and shall support necessary technology needed for operability.
- The communications electronics (including radio) shall be fabricated from industrial grade components. The tower shall be powered by a maximum 45W solar panel that charges a 40AH 12V battery or equivalent support. An option shall be available for 110/220V 60-cycle AC power or equivalent support. This option shall incorporate an internal battery system to support operation from ac power sources which are only on for a portion of the day (such as lighting systems). The AC power supply in the tower shall draw a maximum of 30W and shall be sufficient to fully recharge a depleted call box battery overnight. The internal battery shall provide sufficient capacity to support 7 days of operation without recharging and allows the tower to remain operational even in the event of an extended AC power outage.
- The tower shall contain alarm monitoring software that includes alarm reporting on the Battery Voltage Acceptable or Unacceptable, Microprocessor Initialization Pass or Fail, AC/DC Module Disconnected, No Power Detected for 24 Hours, Excessive Cellular Call Attempts, Incomplete Maintenance Programming, Radio Frequency Signal Strength, Recent Account of Call Usage to the Answer Center or similar language.

- The unit shall include a water-resistant microphone assembly.
- Unit shall be capable of automatically notifying the answer center of location via Caller ID. Tower location names are to be coordinated with the Owner.
 - When a call is finished, unit shall automatically shut off.

MASS NOTIFICATION SPEAKER

- The Mass Notification System shall be a standalone speaker and amplifier system housed in a steel housing and grill painted to match the tower; speaker kit shall be mounted top of tower above the blue light with tamper-resistant fasteners.
- The speaker system shall have the ability to provide clear audible messages (minimum 106-dB sound level).
- The speaker system shall interface with the wireless radio and electronics and shall be capable of being integrated with any mass notification service provider. Messages shall be broadcast near-simultaneously through each tower over the wireless network.
- The individual units shall be capable of receiving and answering phone calls from the limited group assigned by the district and be broadcasted over the mass notification speaker system.
- The individual units shall be capable of receiving and answering phone calls from the limited group assigned by administrator and be broadcasted over the mass notification speaker system.

WARRANTY

- All Equipment shall be warrantied against any defects in material and workmanship, under normal use for one year. In the event system is found by the manufacturer to be defective within the warranty period, the successful bidder must repair and/or replace any defective parts, provided the equipment is returned to the manufacturer.
 - Warranty shall include all parts and monitoring and additionally guaranteed.

ALL EQUIPMENT MUST COMPLY WITH LOUISIANA REVISED STATUTES: 38:2237.1 AND 39:1753.1

EXHIBIT A
EXISTING SOLAR-POWERED BLUE LIGHT CALL TOWERS & CALL BOXES (NEXT PAGE)
MIDCITY CAMPUS

201 Community College Drive
Baton Rouge, LA 70806
CALL BOXES & TOWER PLACEMENT



EXHIBIT B

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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

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. Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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

- 1. 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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

- 1. 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 or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA
Bid # or Project Name

- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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 <u>OR</u> 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

- 1. 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.
- 2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.