

Bid Number: 40020-50035

Date: June 27, 2016

NORTHWEST LOUISIANA TECHNICAL COLLEGE
PURCHASING DEPARTMENT
BUILDING J
6220 East Texas Street
Bossier City, LA 71111
(318) 678-6298

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until July 25, 2016 @ 2:00 P.M.CST and then publicly opened for furnishing the items and/or services as described below for Northwest Louisiana Technical College.

DESCRIPTION
PROVIDE GROUND MAINTENANCE SERVICES
AS PER ATTACHED SPECIFICATIONS

PLEASE FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be received within _____ days after receipt of order

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 days from date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section).

_____ Vendor Name	_____ Signature of Authority (Re:L.R.S. 39:1594)
_____ Address	_____ Title
_____ City, State, Zip	_____ Tax Identification Number
_____ Telephone Number	_____ Fax Number
_____ Date	

ACCEPTANCE/AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____

Gayle Doucet
Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

1. Bid containing no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for NWLTC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published 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 must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. NWLTC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

7. 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 72 hours after request is made. Information pertaining to completed files may be secured by appointment only to the Purchasing Dept. at NWLTC. Written bid tabulations will not be furnished. Copies will not be furnished.

8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwest Louisiana Technical College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. NWLTC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Northwest Louisiana Technical College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NWLTC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwest Louisiana Technical College, Accounts Payable, 9500 Industrial Drive, Minden, LA 71055, attn: Tabitha Scott. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Northwest Louisiana Technical College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Northwest Louisiana Technical College reserves the right to cancel a contract with thirty (30) days written notice.

19. 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 the Northwest Louisiana Technical College Purchasing has determined the contractor to be in default, NWLTC Purchasing reserves the right to purchase any or all products or services covered by the contract on

the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

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

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990. Bidder agrees to keep informed of any compliance with all federal, state and local laws ordinances and regulations which affect his employees or prospective employees.

24. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

25. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

26. 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).

27. 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.

28. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

29. Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974, both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin, or handicap.

30. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

31. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Northwest Louisiana Technical College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

32. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

33. Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

34. Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, gender identification, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

35. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, 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, materials, or supplies, occur in the United States.

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

Do you claim this preference? _____ YES

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.)

35. Special Accommodation

Any "qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

36. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____

Specify Item Number(s): _____

Name and location within Louisiana where such paper or product is manufactured or converted _____

B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled _____.

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

37. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

IMPORTANT

. Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) Requires evidence of authority to sign and submit bids to NWLTC. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

A. 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 record on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to NWLTC's Purchasing Department before contract award.

B. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.

C. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to NWLTC's Purchasing Department before contract award.

WE ARE AN EQUAL OPPORTUNITY COLLEGE

**Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SMALL".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

BID FORM

Northwest Louisiana Technical College
Bid for Ground Maintenance Services
Bid Number: 40020-50035
Bid Date: July 25, 2016 @ 2:00 P.M., CST

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Ground Maintenance Services As per the attached Scope of Work			
	NWLTC 2010 N. Market Street Shreveport, LA 71107 Price per cut	26 cuts	_____	_____
	NWLTC 1255 Fisher Road Many, LA 71449 Price per cut	26 cuts	_____	_____

The amount of cuts is estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by NWLTC to increase or decrease the amount, at the unit price stated in the bid through June 30, 2017.

This is a *Competitive Sealed Bid*; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS. Vendors submitting bids in the amount of \$50,000.00 or more SHALL show their license number on the front of the sealed envelope in which their bid is enclosed, when a contractor's license is required; bids not submitted in accordance with this requirement, SHALL be rejected and shall not be read.

Based upon mutual agreement between the College and the successful bidder, this contract may be extended for **FOUR (4)** additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any 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

**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE
INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID**

CONTRACTOR' S LIABILITY INSURANCE:

Proof of insurance should be supplied with this Quotation and will be required before work can commence. 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, it's agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

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.

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.

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 names 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 who claim is made or suit is brought, except with respect to the policy limits.

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

All Coverages

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. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

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.

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.

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

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 the 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.

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.

Subcontractors

Contract 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.

INDEMNIFICATION AGREEMENT

The _____ (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 and employees, including volunteers, from and against any and all claims, demands, expense 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, expense and/or attorney fees incurred by

_____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is 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.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **NORTHWEST LOUISIANA TECHNICAL COLLEGE**
State Agency Number and Name

Purpose of Contract: _____

*****MANDATORY JOBSITE VISIT REQUIRED*****

Where: Northwest Louisiana Technical College
2010 North Market Street
Shreveport, LA 71107

Where: Northwest Louisiana Technical College
1255 Fisher Road
Many, LA 71449

The signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Vendor's Company Name

NWLTC Representative's Name

Vendor's Signature

NWLTC Representative's Signature

Shreveport Campus – please contact Gerald Joshua at 318-676-7811

Sabine Valley campus – please contact Barry Goss at 318-256-4101

NORTHWEST LOUISIANA TECHNICAL COLLEGE

LANDSCAPE MAINTENANCE BID

1. LANDSCAPE MAINTENANCE STANDARDS

- 1.1 **Inspection.** Each area is to be inspected by the Contractor just prior to the start of any of the work in that area defined within the specifications of this contract.

Inspection will consist of walking over each area to look for and remove any debris such as trash (paper, packaging, Styrofoam, beverage containers, plastic bags, stones, sticks, or other material, etc.). Such material must be completely collected and properly disposed of by the Contractor prior to commencing any mowing (see 3.8 Assessing Damages later in this document).

Especially important is any trash or debris in a turf area that will be shredded by a mower blade and left behind or become a projectile resulting in damage and/or injury. Any trash or debris that still becomes shredded by a mower must be collected immediately and completely to prevent further spreading of the pieces by wind or other means.

- 1.2 **Equipment.** The contractor is responsible for providing all tools, equipment and vehicles necessary to complete all mowing, edging, string trimming, and cleanup as defined within the specifications of this contract.

All tools, equipment and vehicles used on and around NWLTC property shall be of a suitable type and construction, safe in use, properly maintained and shall conform to all applicable federal, state, and local regulations governing the operation of such tools, equipment and vehicles. The Contractor shall ensure all manufacturer equipped guards, shields, deflectors, safety switches, seat belts, harnesses and other safety features are in place and functional at all times equipment is in use. The Contractor will further ensure that all equipment replacement parts meet the original manufacturer's specifications. NWLTC reserves the right to inspect any and all tools, equipment and vehicles to verify compliance with regulations and the specifications defined within this document. The Contractor will be instructed to remove from the NWLTC property any tools, equipment, or vehicles found to be insufficient to safety and ineffectively to perform this work.

All mowers will be properly adjusted to set the mowing height at three (3) inches. The type(s) of mower(s) to be used is/are optional as long as the size and weight of the equipment is not excessive to the point of damaging the turf or adjoining structures during use.

To insure the mowing equipment used provides a uniform cut, mower blades will be the size and shape designated by the mower manufacturer and kept sharp and straight.

No tools, equipment, vehicle or supplies (fuel, oil, blades, trimmer string line and the like) shall be left on site overnight, nor left unattended (excepting a locked vehicle) during any break from the work in the course of the work day.

- 1.3 **Mowing Procedures.** The Contractor shall provide all labor to mow all turf areas as defined above and to the specifications contained in this document.

All signs, light poles, trees, and other obstacles will be mowed around completely and as close as possible.

Each scheduled mowing will encompass entire turf area at each building accessible to the mowing equipment. No strip of uncut grass will remain between passes (mowing equipment must overlap area cut on previous pass).

At no time will mowing equipment to be used in a manner resulting in damage to any turf area (scalping, divots, gouges, skidding). Any such damage will be repaired by NWLTC staff at the Contractor's expense.

NWLTC reserves the right to direct the Contractor to re-cut any turf area when the quality of the first mowing is not to the college's satisfaction.

- 1.4 **Edging Curbs, Sidewalks, and Specialty Structures.** All curbing, sidewalks, storm drains, electrical junction boxes, manholes, plant bed edging, irrigation valve boxes and the like within the turf areas will be edged on each scheduled service.

The metal edge blade is to be set so it does not penetrate more than one-half (1/2) inch below the top of the structure.

Plant bed edging is to be edged using a string trimmer so as the string on the trimmer head is rotating vertically (verses horizontally as normally used). String is to be kept as close to the edging material without damaging the edging material. String is not to penetrate more than one-half (1/2) inch below the top of the bed edging.

Great care is to be taken as to not hurl debris at vehicles or pedestrians passing by the work area.

- 1.5 **String Trimming.** All areas not accessible to other types of mowing equipment such as around light poles, signs, walls, plant bed edging, concrete structures, storm drains, trees and other obstacles will be string trimmed weekly immediately after completion on all the mowing at each building.

The string trimmer line is not to come in contact with trees or other plants being trimmed around.

The turf is to be trimmed down only to the same height with the string trimmer as it would be with a conventional mower and no lower (no scalping).

Great care is to be taken as to not hurl debris at vehicles or persons passing through the work area. Any debris that is slung against, on, or around any structure is to be removed when the string trimming in the immediate area is complete.

- 1.6 **Clean Up.** All substantial debris (grass clippings, leaves, trash, pieces of mulch, sticks, stones, flowers, etc) on any structure immediately after all mowing, edging and string trimming is completed will be collected, bagged and properly disposed of. Sand and other soils may be removed from any structure and directed into a turf area only (not into any plant bed, storm drain or other such location) with the use of an air blower.
- 1.7 **Inspections.** Inspection will be conducted by Campus Dean prior to Vendor billing.

2. Additional Standards

- 2.1 **Safety Requirements.** All necessary personal protective equipment will be used by employees of the Contractor while engaging in work on the NWLTC property. Such equipment will include eye protection, hearing protection as needed, and proper clothing to include footwear.

The Contractor will be responsible for adhering to all landscape maintenance industry safety standards and guidelines and all regulations under the Occupational Safety and Health Act (OSHA). Failure to adhere to any or all safety requirements could result in action being taken against the Contractor and may result in the cancellation of the entire contract.

- 2.2 **Frequency of Service.** During an average year, all of the turf areas will be mowed, edged, and string trimmed weekly during the summer growing season. The yearly mowing schedule will follow this basic guideline:

January and February	1 cut per month
March	2 cuts per month
April	3 cuts per month
May, June, July, and August will be cut weekly or biweekly as needed	
September and October	2 cuts per month
November and December	1 cut per month

- 2.3 **Hours of Work.** All locations are available for maintenance from sunrise to sunset Monday through Saturday. The Contractor will provide a regular weekly schedule (specific day(s) of the week the campus will be serviced) to NWLTC at the outset of this contract. The Contractor will notify the contract representative immediately should this schedule change for any reason.
- 2.4 **Weather-Related Schedule Delays and Disruptions.** Delays and disruptions in the weekly schedule are to be expected.

When inclement weather prevents service on the regularly scheduled day(s), the Contractor will notify NWLTC as early in the morning of the service day as possible or when such a decision is made by the Contractor. Service will be rescheduled for the next available day(s) in the same week.

Should a declared evacuation of the area or a decision by the NWLTC Chancellor officially close the NWLTC campus due to a severe or catastrophic storm, the Contractor shall not provide service until officials at all levels have deemed the area safe.

Should extended inclement weather prevent service for one entire week or more, the service will be added at a later date.

- 2.5 **Supervision.** The Contractor must have one employee on site at all times solely for the purpose of supervising and inspecting the work of all other employees engaging in the landscape maintenance tasks specified in this document. This employee must be readily available to the NWLTC designated contract representative at all times the maintenance work is in progress. Except in cases of emergency, this supervising employee must remain on site unless replaced by another supervisory contract employee.
- 2.6 **Site Protection.** The Contractor will carry out the work specified within this document with a minimum of inconvenience to NWLTC students, faculty and staff, and the general public at large.
- 2.7 **Waste Disposal.** Waste arising from the performance of the Landscape Maintenance Service shall be the responsibility of the Contractor to remove from site.
- 2.8 **Assessing Damages.** Damage is defined as any change in the appearance or structure of signs, light poles, trees, turf, sidewalks, curbs, or other mowing, edging, and string trimming, or the removal of debris as part of these procedures.

The Contractor will be responsible for repairing or reimbursing NWLTC for repairs for ANY damages to NWLTC property. The cost of any damages incurred from the compensation for all campus landscape, private vehicles, or persons will be the sole responsibility of the Contractor as will working out the repairs or compensation with the individuals concerned.

Any damage resulting from the discharge of an object from Contractor equipment will become the sole responsibility of the Contractor. Any and all costs associated with rectifying such damage will be incurred solely by the Contractor.

Any injury to a member of the NWLTC campus community or the general public caused by the negligence of any employee of the Contractor shall be the sole responsibility of the Contractor. Any and all costs associated with rectifying such injuries will be incurred by the Contractor.

4. Location

The location shall be:

**Northwest Louisiana Technical College –Shreveport Campus
2010 N. Market Street
Shreveport, LA 71107**

**Northwest Louisiana Technical College –Sabine Valley Campus
1255 Fisher Road
Many, LA 71449**

Total
Amount _____ (Words)

\$ _____ (Figures)

F.O.B. Destination. The unit price of each item must be inclusive of freight charges order to be considered for award.

The bid price for each item is to be quoted on a “net” basis and F.O.B. NWLTC Destination, i.e. title passing upon receipt and inclusive of all delivery charges.

Bids other than F.O.B. NWLTC Destination may be rejected.

Bids indicating estimated freight charges may be rejected.

Bidders who do not quote “net” item prices and who separately quote an overall “lump sum” freight cost or discount for all items shall be considered as submitting an “all-or-none” bid for evaluation and award purposes; and risk rejection if award is made on an item basis.

Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified.

Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.

NORTHWEST LOUISIANA TECHNICAL COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: FURNISH GROUNDS MAINTENANCE SERVICES PER BID #40020-50035

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Bidder shall include the cost of transportation and handling in the unit price of item offered – F.O.B. Northwest Louisiana Technical College, Minden, LA 71055

If bidding other than the specified make and model, then the bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

