

**Delgado Community College
Purchasing Department
501 City Park Ave, Bldg. 37
New Orleans, Louisiana 70119
(504) 762-3027**

Invitation to Bid

Bid Name:

40006-130 – Pest Control Services (RB)

To Be Opened On:

July 30th, 2020 at 2:00PM

Contact Person:

Adrienne Harris

Assistant Director Purchasing

(504) 762-3028

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

***** This form must be completed and submitted with your bid***

I. GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Adrienne Harris at the following address:

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70114-6222
Email: aharri@dcc.edu
Fax: (504) 762-3089

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

2. Sealed bids may be submitted by mail or in person. Mailed bids and hand carried bids shall go to the address in item #1. If hand carried, Bids are to be delivered to the attendant at the front desk. Do not leave on counter unattended. The bid name and number shall be on the outside of the packaging, including express mail. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

II. BID FORM
40006-130 – Pest Control Services
SPECIFICATIONS

1. **SCOPE OF WORK:**

SERVICE SHALL INCLUDE ALL LABOR, MATERIALS, TOOLS, SUPPLIES, AND EQUIPMENT NECESSARY FOR THE CONTROL OF THE FOLLOWING PESTS: RATS, BATS, HONEY BEES, LICE, HORNETS, SPIDERS (ALL TYPES), MICE, ROACHES (ALL TYPES), FLIES, FLEAS, WATERBUGS, SILVER FISH, CATERPILLARS (INTERNALLY AND ON EXTERNAL TREE BRANCHES THROUGHOUT EACH INDIVIDUAL CAMPUS), MOSQUITOES (INTERNALLY AND EXTERNALLY, INCLUDING MOSQUITOES PRESENT ON THE EXTERIOR OF FACILITIES, IN GRASSY AREAS, ON TREE BRANCHES, IN PLANTS, AND WATER PONDS), WASPS, BEDBUGS, LICE, MITES, GNATS, HONEY BEES, WORMS, ANTS (ALL TYPES) PRESENT IN BUILDINGS AND ON LAWN AREAS AND OTHER PESTS, AIRBORNE OR OTHERWISE. VENDOR MUST INSTALL NEW RODENT BAIT STATIONS AROUND THE EXTERIOR OF EACH FACILITY AT EVERY LOCATION, AS WELL AS, IN THE KITCHEN AREAS. IT IS REQUIRED THE VENDOR MUST HAVE A TRUCK MOUNTED FOGGER, HAND FOGGER, AND CHEMICAL SPRAYER TO TREAT EXTERNAL MOSQUITOES FOR EACH SERVICE. IF THIS EQUIPMENT IS NOT PRESENT AND UTILIZE FOR EACH SERVICE OF TREATMENT THE CONTRACT WILL AUTOMATICALLY CANCEL WITHIN 30 DAYS – **SEE BELOW**

MOSQUITO TREATMENT:

MUST BE PERFORMED EVERY FRIDAY DURING THE MONTHS LISTED UNLESS OTHERWISE SPECIFIED – **MONTHS OF: JUNE, JULY, AUGUST, AND SEPTEMBER.**

MOSQUITO TREATMENT AREAS THAT MUST BE TREATED:

CITY PARK CAMPUS SODDED AREAS BY (REAR COURT YARDS OF BUILDING 2, AND EXTERIOR OF BUILDING 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 37, 38, 39, 40, 41, 42, 43, AND THE JOEY GEORGUSIS CHILD CARE CENTER) AND POND

WEST BANK CAMPUS EXTERIOR GROUNDS AND SODDED AREAS SURROUNDING LARocca HALL, BUILDING 1, 2, 4, AND 5 CHAPEL

CHARITY SCHOOL OF NURSING FRONT AND REAR ENTRANCES (AS NEEDED)

JEFFERSON SITE ALL SODDED AREAS IMMEDIATELY OUTSIDE OF ENTRANCES (AS NEEDED)

SIDNEY COLLIER SITE EXTERIOR GROUNDS AND SODDED AREAS SURROUNDING BUILDING 1, 2, 3

MARITIME & INDUSTRIAL TRAINING FACILITY SOD AREAS AROUND FIRE SCHOOL AND PONDS THROUGHOUT THE CAMPUS DIRECTLY IN FRONT AND SOUTH OF THE FIRE SCHOOL WORK AREA

RIVER CITY SITE AND ADVANCE MANUFACTURING CENTER SOD AREAS AROUND THE POND, ALL ENTRANCES, REAR AND SIDE PARKING LOTS

METHOD OF TREATMENT:

VENDOR MUST TREAT AREAS BY SPACE SPRAYING UTILIZING (ULV) TECHNOLOGY OR MOSQUITO INSECTICIDE FOGGING DEVICES (INCLUDING A REAR TRUCK MOUNTED FOGGER AND HANDHELD FOGGER) VENDOR MUST TREAT THE SOD, GRASS, FLOWER BEDS, AND PONDS WITH CHEMICAL SPRAYING

Zika virus- vendor must use chemicals that EEEFFECTIVELY kill Zika virus carrying mosquitoes.

CHEMICAL TREATMENT:

VENDOR MUST TREAT THE SODDED AREAS BY RESIDUAL SPRAYING METHOD USING A HANDHELD OR TRUCK MOUNTED CHEMICAL SPRAYER

2. **FREQUENCY OF SERVICE:**

ALL LISTED AREAS AS PER THE BID SCHEDULE SHALL BE SERVICED NO LESS THAN ONCE EACH MONTH, EXCEPT FOR THE CITY PARK CAMPUS WHICH MUST BE SERVICED EVERY FRIDAY UNLESS OTHERWISE NOTED. ALL KITCHEN AREAS SHALL BE SERVICED AT LEAST THREE (3) TIMES EACH MONTH. SUCCESSFUL BIDDER SHALL ALSO PROVIDE ADDITIONAL SERVICES FOR PROBLEM AREAS ON AN AS NEEDED BASIS AS DETERMINED BY THE COLLEGE. BEFORE EACH RESPECTIVE TREATMENT, VENDOR SHALL MAKE ARRANGEMENTS WITH AGENCY REPRESENTATIVE. AFTER ENTERING THE BUILDING AREAS, SERVICE PEOPLE MUST GET PERMISSION FROM AGENCY REPRESENTATIVE TO LEAVE. AFTER EACH MONTH, SERVICE CONTRACTOR SHALL GIVE A WRITTEN REPORT TO AGENCY REPORTING UNSANITARY CONDITIONS, ENTRY POINTS FOR RODENTS, WATER SATURATED AREAS AND ANY OTHER CONDITIONS THAT INCREASES THE PRESENCE OF PEST.

VENDORS MUST MAINTAIN A LOG BOOK FOR ALL KITCHEN AREAS AND UPDATE IT UPON EACH VISIT. THE LOG BOOK MUST CONTAIN THE FOLLOWING (INVOICES, RECORDS OF WHAT WORK WAS DONE, CHEMICALS USED, AND SDS OF CHEMICALS USED)

3. **MANDATORY JOBSITE VISIT:**

ALL BIDDERS MUST VISIT THE JOBSITE IN ORDER TO ASCERTAIN THE TRUE SCOPE OF THE PROJECT. BELOW ARE THE SCHEDULED DAYS AND TIMES FOR THE PRESPECTIVE CAMPUSES. THERE WILL BE NO CHANGES OR DEVIATIONS FROM THE SCHEDULE.

Everyone attending any pre-bid meeting and/or jobsite visit must wear protective face masks while on Campus, follow all recommended social distancing measures and may be subject to a temperature check.

THE **FIRST JOBSITE VISIT** WILL FOLLOW IN THE CAMPUS ORDER BELOW SCHEDULED ON **MONDAY, JULY 20th, 2020 at 10:00AM CST.** BIDDERS ARE TO MEET IN THE FRONT OF BUILDING 10 AT DELGADO COMMUNITY COLLEGE CITY PARK CAMPUS 615 CITY PARK AVENUE, NEW ORLEANS, LA 70119. THE LOCATIONS MAY ONLY BE ACCESSED ON THE SCHEDULED DAY WITH THE SITE SUPERVISOR. **THE SITE VISIT SUPERVISOR IS MR. DION MAYS (504-915-7476).**

CITY PARK CAMPUS
CHARITY SCHOOL OF NURSING
MARITIME & INDUSTRIAL TRAINING FACILITY
SIDNEY COLLIER

THE **SECOND JOBSITE VISIT** WILL FOLLOW IN THE CAMPUS ORDER BELOW SCHEDULED ON **TUESDAY, JULY 21st, 2020 at 10:00AM CST** STARTING AT WESTBANK CAMPUS. BIDDERS ARE TO MEET IN THE FRONT OF LAROCCA HALL BUILDING AT DELGADO COMMUNITY COLLEGE WESTBANK CAMPUS 2600 GENERAL MEYER AVENUE, NEW ORLEANS, LA 70114. THE LOCATIONS MAY ONLY BE ACCESSED ON THE SCHEDULED DAY WITH THE SITE SUPERVISOR. **THE SITE VISIT SUPERVISOR IS MR. DION MAYS (504-915-7476)**

WESTBANK CAMPUS
RIVER CITY SITE AND ADVANCE MANUFACTURING CENTER
JEFFERSON SITE

THE ATTACHED JOBSITE VISIT CERTIFICATION FORM (see section VI, page 14) MUST BE SIGNED BY THE BIDDER AND MR. DION MAYS AND RETURNED WITH THE BID. BIDDER MUST ATTEND BOTH SCHEDULED JOBSITE VISITS. FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE BID WITHOUT FURTHER DISCUSSION.

4. **SUPPLIES:**

SUCCESSFUL BIDDER WILL BE REQUIRED TO HAVE ON HAND OR IMMEDIATELY AVAILABLE TO HIM/HER AN ADEQUATE SUPPLY OF PEST CONTROL TREATMENT MATERIAL IN ORDER TO MEET THE COLLEGE'S NEEDS.

5. **MATERIALS:**

MATERIALS USED IN PEST CONTROL WORK SHALL CONFORM TO ALL FEDERAL, STATE, AND LOCAL ORDINANCES, LAWS, AND REGULATIONS. VENDOR SHALL USE ODORLESS SPRAY CHEMICAL FOR PEST TREATMENT. RODENTICIDES SHALL BE USED WITH ALL DUE PRECAUTION TO AVOID ACCIDENTS TO HUMANS AND DOMESTIC ANIMALS. SPECIAL CARE SHALL BE EXERCISED IN THE USE OF LIQUID INSECTICIDES IN AREAS HAVING ASPHALTIC, MASTIC OR LINOLEUM SURFACES. ALL CHEMICALS AND TREATMENTS USED MUST COMPLY WITH THE LOUISIANA STRUCTURAL PEST CONTROL LAW, RULES AND REGULATIONS FOR PEST CONTROL WORK IN LOUISIANA, AS ADOPTED BY THE PEST CONTROL OPERATIONS ASSOCIATION. ALL CHEMICALS AND MATERIALS USED SHALL BE ACCEPTABLE TO THE COLLEGE.

6. **LICENSING/SAFETY:**

ALL PEST CONTROL WORK SHALL BE PERFORMED IN A SAFE MANNER AND IN ACCORDANCE WITH THE MOST MODERN AND EFFECTIVE SCIENTIFIC PEST CONTROL PROCEDURES. VENDOR MUST BE DULY LICENSED BY THE STATE OF LOUISIANA TO PERFORM SUCH WORK, AND A COPY OF THIS LICENSE MUST BE SUBMITTED WITH THE BID. FAILURE TO DO THIS WILL RESULT IN THE IMMEDIATE DISQUALIFICATION OF THE BID WITHOUT FURTHER CONSIDERATION.

7. **BID AWARD:**

AWARD SHALL BE MADE ON AN ALL-OR-NONE BASIS. THE COLLEGE RESERVES THE RIGHT TO ADD OR SUBTRACT LOCATIONS, BUILDINGS, OR PARTS OF BUILDINGS DUE TO THE CHANGING NEEDS OF THE COLLEGE. A PRICE WILL BE NEGOTIATED BETWEEN THE COLLEGE AND THE SUCCESSFUL BIDDER WHEN ADDITIONS OR SUBTRACTIONS ARE MADE.

8. **NON-PERFORMANCE:**

FAILURE TO MEET ANY REQUIREMENTS AS SPECIFIED IN CONTRACT SHALL RESULT IN THE FOLLOWING:

1ST NOTICE – VERBAL NOTICE OF PROBLEM

2ND NOTICE – WRITTEN NOTICE OF PROBLEM

3RD NOTICE – FIFTEEN (15) DAY WRITTEN NOTICE OF CANCELLATION

9. **TERMINATION:**

THE COLLEGE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE VENDOR.

10. **HAZARDOUS MATERIALS:**

VENDOR SHALL PROVIDE THE EXECUTIVE HOUSEKEEPING DIRECTOR, MR. DION MAYS, WITH MATERIALS SAFETY DATA SHEETS (MSDS) ON ALL HAZARDOUS MATERIALS USED TO PROVIDE PEST CONTROL SERVICE(S) TO THE COLLEGE.

11. **INSURANCE:**

INSURANCE REQUIREMENTS, AS PER THE ATTACHED SHEET(S) ARE REQUIRED AS A PART OF THIS BID. VENDOR MUST PROVIDE A CERTIFICATE OF INSURANCE TO THE DIRECTOR OF PURCHASING PRIOR TO ANY START OF SERVICE(S).

12. **AGREEMENT PERIOD:**

SERVICES SHALL BE PROVIDED BY THE VENDOR FOR THE PERIOD BEGINNING WITH THE DATE OF AWARD AND ENDING **JUNE 30, 2021**. AT THE OPTION OF THE COLLEGE AND ACCEPTANCE BY THE VENDOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICES, TERMS, AND CONDITIONS. CONTRACT SHALL NOT EXCEED THIRTY-SIX (36) MONTHS.

13. **CONFIDENTIALITY:**

VENDOR AGREES TO KEEP CONFIDENTIAL ALL INFORMATION AND MATERIAL WHICH WILL COME INTO POSSESSION OR KNOWLEDGE OF THE VENDOR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE THEREOF, EXCEPT ONLY INFORMATION AS IS ALREADY KNOWN TO THE PUBLIC AND NOT RELEASING USE OR DISCLOSURE OF THE SAME EXCEPT WITH WRITTEN PERMISSION OF THE AGENCY.

III. BID SCHEDULE

**CITY PARK CAMPUS
615 CITY PARK AVENUE
NEW ORLEANS, LA 70119**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
CP01	CAMPUS ADM, CLASSROOM BLDG., INCLUDING ANNEXES & FITNESS CENTER	_____
CP02	STUDENT SERVICES CENTER	_____
CP03	BOOKSTORE	_____
CP04	ALLIED HEALTH	_____
CP05	JOEY GEORGUISS CENTER	_____
CP06	H. GILES MARTIN HALL	_____
CP07	MARVIN THAMES HALL	_____
CP08	WORKFORCE DEVELOPMENT CLASSROOM BUILDING	_____
CP09	WORKFORCE DEVELOPMENT ADMINISTRATION BUILDING	_____
CP10	FRANCIS COOK BLDG.	_____
CP11	GYMNASIUM/CULINARY	_____
CP12	CENTRAL UTILITIES	_____
CP22	TECHNOLOGY PROGRAMS/ MAILROOM	_____
CP23	STUDENT LIFE CENTER	_____

CP37	O'KEEFE ADMINISTRATION BUILDING	_____
CP38	BRADEN COMPLEX (TO INCLUDE 38, 39, & 40)	_____
CP41	GENERAL MOTORS TECHNOLOGY LAB	_____
CP42	GROUNDS	_____
CP43	MAINTENANCE	_____
BB01	BASEBALL FIELD	_____
BB02	BASEBALL CONCESSION STAND	_____
	TRAILERS (8)	_____
TOTAL AMOUNT		_____

**WESTBANK CAMPUS
2600 GENERAL MEYER AVENUE
NEW ORLEANS, LA 70114**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
WB01	ADM. OFFICE, BOOKSTORE CLASSROOMS, SCIENCE LAB	_____
WB02	VOCATIONAL/TECHNICAL	_____
WB03	LAROCCA BUILDING	_____
WB04	OFFICES & CLASSROOM	_____
WB05	CHAPEL OR STUDENT LIFE CENTER	_____
TOTAL AMOUNT		_____

**CHARITY SCHOOL OF NURSING
450 S. CLAIBORNE AVENUE
NEW ORLEANS, LA 70112**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
N/A	SCHOOL OF NURSING (ALL FLOORS)	_____
TOTAL AMOUNT		_____

**JEFFERSON SITE
5200 BLAIR DR.
METAIRIE, LA 70001**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
N/A	MAIN BUILDING AND TWO (2) ADJACENT AUTOMOTIVE SHOPS	_____
TOTAL AMOUNT		_____

**SIDNEY COLLIER SITE
3727 LOUISA STREET
NEW ORLEANS, LA 70126**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
1, 2, 3,	SIDNEY COLLIER	_____
TOTAL AMOUNT		_____

MARITIME & INDUSTRIAL TRAINING FACILITY
(FIRE SCHOOL)
13200 OLD GENTILLY ROAD
NEW ORLEANS, LA 70129

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
N/A	MAIN INDUSTRIAL BUILDING	_____
N/A	MARITIME & INDUSTRIAL TRAINING CENTER	_____
TOTAL AMOUNT		_____

RIVER CITY CAMPUS
709 CHURCHILL PARKWAY
AVONDALE, LA 70094

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
N/A	MAIN BUILDING	_____
TOTAL AMOUNT		_____

TOTAL BID AMOUNT: _____

NOTE: All shipping, handling, setup, or any other charges necessary for the provision and delivery of these goods and/or services must be included in your bid. The College will not pay for any charges invoiced other than the unit price as stated on the bid.

By signing below, the Vendor/Contractor agrees that he/she complies with all bid requirements and special conditions as stated in the bid and has reviewed and received any and all addenda if applicable.

Signature _____

**** Bid must be submitted on this form**

IV. REQUIREMENTS & INSTRUCTIONS

- A Mandatory jobsite visits is required for any bidder intending to submit a bid for this project. The **first** jobsite visit will begin at the City Park Campus on **Monday June 20th, 2020 at 10:00AM CST**. Bidders are to meet in the front of building 10 at Delgado Community College City Park Campus 615 City Park Avenue, New Orleans, LA 70119. The **second** jobsite visit will begin at the Westbank Campus on **Tuesday, June 21st, at 10:00AM CST**. Bidders are to meet in the front of Larocca Hall Building at Delgado Community College Westbank Campus 2600 General Meyers Avenue, New Orleans, LA 70114 Please refer to *Section 2, number 3* of the Specifications for additional information. When you have visited all jobsite locations, Dion Mays will sign the jobsite visit form. A **signed jobsite visit form** (see *section VI, page 14*) must be included as a part of the bid response. Failure to do so will result in the immediate disqualification of the bid without further discussion. Although impromptu questions will be permitted and spontaneous answers will be provided during the visits, the only official answer or position of DCC will be stated in writing in response to written questions.
- Any questions arising from either the specifications or as a result of the site visit must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **July 24th, 2020 at 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.
- Bidder must be licensed in accordance with all rules & regulations as required by the State of Louisiana as it pertains to this work.
- The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.
- Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid.

** End of Section*

V. SPECIAL CONDITIONS

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

2. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
3. Award to be made on an all-or-none basis.
4. At the option of College and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same prices, terms, and conditions. Contract shall not exceed thirty-six (36) months.
5. If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
6. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
7. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in your bid. Otherwise it will be interpreted that you are quoting as specified.
8. Bids must be submitted in a sealed envelope with the **bidder's name, license number if applicable**, and the **name and number of the bid** written **on the front of the envelope and delivery package**. Bids received without this information will be disqualified.

9. Any questions arising from the specifications must be addressed in writing to the individual indicated in Section I, General Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Friday, July 24th, 2020 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge by signing and submitting with their bid, all issued Addenda. Failure to sign and submit all Addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39>

10. Bid openings are subject to any in place Executive Order or revised statute as it pertains to the current pandemic.
11. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
12. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
13. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
14. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted with the bid (**insurance indemnification agreement**). Failure to do so will result in immediate disqualification of the bid. A certificate of insurance must be submitted to Delgado Community College, delineating Delgado as the certificate holder prior to the commencement of any work.
15. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
16. All items bid must comply with the Louisiana Pesticide Law.
17. Vendors are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.

**** End of Special Conditions**

VI. JOBSITE VISIT CERTIFICATION

40006-130 – Pest Control Services

This signed statement certifies that the Vendor named below has visited the job sites and is familiar with all conditions surrounding fulfillment of the specifications for the project.

_____	_____
Bidder's Name (Printed)	Dion Mays (Printed) College Representative
_____	_____
Bidder's Signature	College Representative's Signature

Bidder's Company Name (Printed)	

Note: This certification must be signed by a fulltime employee of the Vendor and the College representative (Dion Mays) and submitted with the bid proposal.

A signed letter from the College representative (stating that the Vendor has visited the job site) may be substituted for the above and must be submitted with the proposal.

Delgado College Representative:
Mr. Dion Mays
Phone: (504) 915-7476

Failure to submit one of the above with the bid proposal shall cause your bid to be disqualified

VII. INSURANCE REQUIREMENTS FOR VENDORS

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work 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/Vendor, 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 Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/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 increased to a minimum of \$1,000,000.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage's

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the contractor/vendor. ISO Form CG 20 10 (current form approved for use on Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
- b. The Contractor's/Vendor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and noncontributory of the Contractor's insurance.
- c. The Contractor's/Vendor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage/Vendor shall not be cancelled, suspended, or violated by either party (the Contractor/Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Tendency written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's/Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations of the insurance requirements or the 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/Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

Contractor/Vendor 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/Vendor shall submit the declarations page and 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/Vendor 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/Vendor to purchase and/or maintain any required insurance shall not relieve the Contractor/Vendor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and 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 the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor/Vendor 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 the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor/Vendor 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.

Accepted By:

Company Name

Signature

Title

Date Accepted

Is certificate of insurance attached? _____ YES _____ NO

*****This form must be completed and submitted with your bid***