

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

Invitation to Bid

Bid Name:

Term Contract 40006-032 – Building Automation Systems Service

Due By & To Be Opened On:

April 9th, 2025 at 2:00PM CST

Contact Person:

**Tracey Sheffield
Director of Purchasing
(504) 762-3029**

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 Tracey Sheffield at the following address:

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70119
Email: purchasingdept@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.

Sealed bids may be submitted by mail or in person. Mailed bids and hand carried bids shall go to the address in item #1 and delivered directly to the Purchasing Office. Do not leave hand carried bids at the front desk. The bid name, number & license 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

Term Contract No: 40006-032

<u>Campus</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
1. City Park Campus	_____	_____
2. West Bank Campus	_____	_____
3. Sidney Collier Site	_____	_____
4. River City Site	_____	_____

Provide hourly rates for repairs to existing equipment for repairs to items not covered under the contract.

Employee Title	Hourly Rate Straight Time	Hourly Rate Over Time	Hourly Rate Urgent
Systems Specialist			
System/Controls Engineer			
Project Manager			
Discount off of MSRP			

For evaluation purposes, the hourly rates will be calculated and tabulated as follows:

- 20 hours each for straight time
- 10 hours each for overtime
- 10 hours each for urgent time.

Hourly rate work will be on an as needed basis and not guaranteed as part of this contract.

Work is to be conducted during normal business hours of 7:30am – 4:30pm Monday through Friday.

Use of hourly labor rates & materials: The hourly rates established are to be used for any work the Colleges deems necessary which are not part of the monthly/annul contract.

Overtime rate will be used for work done where the College requires the contractor to work onsite outside the above stated hours and includes weekends.

Urgent Rate will be used for work done where the College requires the Contractor to be on-site within two (2) hours from the time the College Representative makes initial contact with the Contractor 24/7.

Travel time must be included in labor rates. Delgado does not pay any additional and/or separate travel time. Labor rates start when contractor is on site.

For any repair job where materials are needed, which are not part of the existing contract, the College retains the right to competitively procure the materials which are in excess of \$10,000 per job and provide them to the vendor to install at the established hourly rates.

Vendor must provide a written estimate of the repairs based off of the established hourly rates. All charges must be broken out based upon the rates established and the materials discount. Materials pricing must show MSRP (list) price and final discounted price.

Materials used for all projects shall meet all code requirements necessary to complete the project ad be of good quality. The College expects the contractor to use sensible purchasing practices to procure good quality materials at the most competitive price.

All deliveries shall be made FOB (Free on Board) Destination to the College unless otherwise specified by the College. All freight charges are to be clearly state on the bid form. The College will not be responsible for freight charges not clearly stated as part of the bid”.

Contractor is responsible to supply all necessary tools and for the transportation of personnel and equipment required to complete the monthly maintenance and repairs, if required.

Addendum No: _____	Dated: _____	Addendum _____	Dated: _____
Addendum No: _____	Dated: _____		

Addenda acknowledgement is mandatory

Bidder declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the College Purchasing Office and Facility Services.

By signing below, the Bidder agrees that he/she complies with all bid requirements, instructions, specifications, terms and conditions and special conditions as stated in the bid.

Signature _____

Title_____

Company_____

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

III. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS

Delgado Community College is seeking bids to provide miscellaneous painting and gypsum repair (in multiple buildings on the following Campuses on an as needed basis:

City Park
615 City Park Ave New
Orleans, LA 70119

West Bank
2600 General Meyer Ave
New Orleans, LA 70114

River City Site
709 Churchill Parkway
Avondale, LA 70094

Sidney Collier Site
3727 Louisa St
New Orleans, LA 70126

QUALIFICATIONS:

Vendors/Contractors Bidding this contract shall have at least ten (10) years of experience as a contractor in the field of building automation services for five (5) or more large institutional/commercial facilities, and shall be required to perform the work set forth in the specifications. Bidder must complete [Attachment B, References Form](#) and submit with their bid. References must be from companies where work of a similar size and scope have been performed. **Vendor is required to be licensed Category IX Specialty – Controls for Mechanical Work or Instrumentation and Calibration.**

PRE-BID/JOBSITE VISIT:

A [non-mandatory pre-bid jobsite visit](#) is scheduled on [Wednesday, March 26, 2025 at 10:00AM CST](#). Bidders are to meet in the Facilities Office in Building 10 at Delgado Community College's City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119. Provisions of site inspection are included. Although not required, it is strongly recommended that bidders attend the pre-bid meeting to ascertain the scope of the work to be performed.

ADDENDA:

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Information, and will be answered via an Addendum. All questions must be submitted no later than [Tuesday, April 1st, 2025 by 12:00PM CST](#).

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 all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

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

BID SUBMITTAL:

Bids must be sealed with the **Bidder's name, license number (if applicable) along with the name and number of the bid clearly written on the front of the envelope, including express mail packaging** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Bids received without this information or after the due date and time will be automatically disqualified.

In accordance with R.S. 37:2163A, Contractors' License number in the appropriate classification(s) must appear on the bid envelope submitted on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved).

Bids must be submitted on the forms 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 this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

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.

MODIFICATION OR WITHDRAWAL OF BID:

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594,F.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to Delgado Community College Purchasing Office at the place and prior to the time designated for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

BIDDER REPRESENTATION:

By signing and submitting a bid, Bidder acknowledges that he/she has visited the site, read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder is advised to carefully consider all College physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the College except as expressly permitted by the College in writing.

The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to College premises. Such examinations may be made only in the offices of the College Facility Services as part of the Non-Mandatory Pre-Bid Conference.

The Bidder agrees that his/her bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.

INSURANCE:

Bidders are to comply with the insurance requirements as stated in Section V of the bid. The provided **indemnification form** (see *Attachment A*) must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

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.

END OF SECTION III

IV. TERMS AND CONDITIONS

GENERAL TERMS & CONDITIONS:

- 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.
- It shall be specifically agreed and understood that the Bidders may attend the Bid opening. Subject to any State or College safety regulations.
- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- 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.
- Delgado Community College reserves the right to reject any and all bids and to waive any informality.
- 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.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid. 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 deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.
- The College reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.
- The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- The Bid will be awarded on the basis of the lowest total cost as determined by the College.
- List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

- Bidder must be a Louisiana licensed contractor who is licensed to perform the work as outlined in the specifications. The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.
- Bidder must be able to provide a project timeline if requested by Delgado Community College
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

CONTRACT TERM & AGREEMENT:

The term of the agreement will be from July 1, 2025 through June 30, 2026 with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract extensions may not exceed thirty-six (36) months total.

Escalation Clause; Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. Price increases will only be considered after the Contractor has successfully completed (12) consecutive months of service. The College reserves the right to approve or disapprove the price increase.

The Form of Agreement between the College and Contractor for the work set forth herein will be the issuance of a purchase order.

ADDITIONAL SITES:

The College reserves the right to add or subtract sites to this contract during the course of the agreement. The College will request the addition/subtraction from the Vendor/Contractor, and a price will be negotiated and agreed upon at that time.

PAYMENTS:

Contractor will be paid after work is satisfactorily completed and upon recommendation of the College Representative.

Payment for services shall be made to the Contractor once a month after receipt by the College of an invoice (or invoices) by which the Bidder certifies, and the College agrees, that all the invoiced work was performed in accordance with the specifications. Invoices will not be paid prior to 30 days from receipt of invoice or completion of services/receipt of project.

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing office. Invoices must be

accompanied by a service ticket(s) or reference the service ticket(s) if the ticket(s) was already submitted to Facilities & Planning. The service ticket must reference who requested the work, why the work was needed, and what work was performed. Lump sum invoices will not be processed. All work must be itemized and include a breakdown per the unit pricing and material markup, if applicable, per the bid.

INSURANCE:

Vendor compliance with the attached insurance and indemnification requirements is mandatory. A completed copy of the **indemnification agreement** (*Attachment A*) must be submitted with the bid. Failure to do so will result in immediate disqualification of the bid. Upon award, a certificate of insurance must be submitted to Delgado Community College, delineating Delgado Community College as the certificate holder prior to the commencement of any work.

TERMINATION OF AGREEMENT:

- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that DCC 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, have begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then DCC may, at its option, place the Contractor in default and the Agreement 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 DCC to comply with the terms and conditions of this agreement, provided that the Contractor shall give DCC written notice specifying the DCC's failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance 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 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.
- **Termination for Convenience** - The College 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 work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Contractor shall perform all work satisfactorily as contracted until the determined termination date

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:

The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.

- **Implementation of Termination** - The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work.

In the event of termination or reduction in the scope of work by the College, the College shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING

Any questions arising from either the specifications and/or jobsite visit must be addressed in writing and will be answered via an 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.

DISCRIMINATORY PRACTICES:

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 affect this commitment in its operations.

Both the College and the bidder 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 race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action 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 abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

SUBCONTRACTORS:

All subcontractors must be identified and approved in writing in advance by the College. Contractor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.

It is the Contractor's responsibility to ensure that his subcontractors are properly licensed and insured and adhere to all rules and responsibilities as outlined in the bid documents.

SUBSTITUTIONS AND EQUIVALENTS:

SERVICES: Any materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the Contractor and has been received by the College Representative prior to beginning work.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

If the College approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

MATERIALS: Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications for material purchase 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.

Vendor must state the brand/model he or she is bidding on each item. It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, drawings, descriptive literature, and specifications necessary to determine equivalency. Failure to do so will eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

If a vendor wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet must be submitted with the alternate. **Applicable if materials are being purchased in addition to the services requested in the bid.*

END OF SECTION IV

V. 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 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 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 non-contributory 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. 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/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.

END OF SECTION V

ATTACHMENT A: INDEMNICIATION AGREEMENT

_____ {Contractor/Vendor/Lessee} 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, 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/Vendor/Lessee} its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

_____ {Contractor/Vendor/Lessee} as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/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.

_____ {Contractors/Vendor/Lessee} 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, suites, 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***

ATTACHMENT B: REFERENCE FORM

_____ (Company Name)	_____ (Facility Type)
_____ (Address)	_____ (Phone Number)
_____ (Contract Administrator)	

_____ (Company Name)	_____ (Facility Type)
_____ (Address)	_____ (Phone Number)
_____ (Contract Administrator)	

_____ (Company Name)	_____ (Facility Type)
_____ (Address)	_____ (Phone Number)
_____ (Contract Administrator)	

****This Form must be completed and submitted with the bid***

VI. TECHNICAL SPECIFICATIONS

SECTION 01000

GENERAL CONDITIONS

The general conditions of these Specifications, including amendments and additions thereto, apply to each and every heading included in these Specifications with the same force as though repeated in full under each heading respectively.

1.1 SCOPE

Provide the materials, labor, equipment and supervision necessary for maintenance and service of the College Building Automation Systems at various Delgado Campuses. Submit bids in accordance with the unit price schedule set forth in the Proposal Form.

- A. Any control system component that is found to be defective will be repaired or replaced for the life of the service contract.
- B. All on-site work shall be billed at the fixed rate as indicated on the Bid Form. Hourly rates to apply to any work not included in the fixed monthly service rate. Hourly rates apply only to actual hours worked. The College does not pay for lunch breaks or travel time.

Work is randomly required by various entities within the College including. All work associated with this contract shall be coordinated by a designated Facility Services Representative and started within a (48) hour period.

Vendors must sign in, in the Facilities Office on City Park Campus or with the Facilities designee at alternate sites prior to beginning any work and must sign out before leaving. Invoices will not be paid unless there is signatory proof of attendance and completion.

The work required by the College is commercial type.

Provide the labor, equipment and supervision necessary and reasonably incidental to this task, all in accordance with these Specifications.

College Representative reserves the right to separately bid standard projects outside the scope of the contract.

Materials:

Material pricing must show MSRP (list) price and final discounted price which must match the discount on the bid form. All invoices submitted must include a cost breakdown sheet and materials receipts before payment is rendered.

For any materials needed which are not included in the standard maintenance agreement that are in excess of \$10,000 the College will direct the Vendor on the proper procurement method to provide those items in accordance with the Louisiana Procurement Code. The College reserves the right to procure any and all materials and provide them to the Vendor.

For Vendor provided materials, Vendor must provide receipts for proof of the discount off of the MSRP listed on the Bid Form.

Materials used for each project shall meet all code requirements necessary to complete the project and be of good quality. The College expects the contractor to use sensible purchasing practices to procure good quality materials at the most competitive price points. The College reserves the right to purchase any materials required and provide to the contractor.

Contractor is responsible to supply all necessary tools, and equipment, and for the transportation of personnel and equipment required to complete any service.

1.2 NON-MANDATORY SITE INVESTIGATION

It is recommended that prospective bidders visit the site to make measurements, review existing conditions, and if required, review the Building Plans on file in the Facility Services Office if the prospect warrants same. A thorough understanding of the project per these Technical Specifications and/or accompanying drawings is imperative. Opportunity for the site visit and inspection is provided in Section III "INSTRUCTIONS & REQUIREMENTS FOR BIDDERS.

1.3 REVIEW OF DOCUMENTS

The Contractor shall carefully study and compare the field conditions, Drawings and Specifications and shall at once report to the College Representative errors, inconsistencies or omissions discovered.

1.4 PROJECT MEETINGS

If called by the College Representative, a Pre-Service Conference between the Contractor, his on-site representative and the College Representative will be held in order to clarify and direct College policy and specific items of concern as pertain to the Contract. Progress meetings will be scheduled at the discretion of the College Representative.

1.5 COORDINATION

Coordinate service schedule with the College Representative so as not to interfere with the ongoing operation of the College. If for any reason, shut down of utilities is required on this project, it is imperative that the College Representative be consulted.

1.6 TRAFFIC CONTROL

Coordinate the schedule of delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic. It is the policy of the Delgado Community College to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to insure that their staff is made aware of this commitment. When parking on the campus of this College, it shall be the responsibility of the contractor, vendor or servicing agency to insure that no sidewalks or access ways are blocked at any time. If temporary blocking is required,

the Contractor shall assume the responsibility for the safe transit of all disabled persons.

1.7 PROTECTION

Protect adjacent buildings and building elements from damage during site work. Protect the site, including trees, shrubs, vegetation, and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species. Store construction materials with care; distribute the weight to not endanger the building structure.

1.8 SAFETY

Provide sufficient signs continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use. Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site. Provide fire protection equipment during the construction period, including not less than two (2) ten (10) pound capacity multipurpose A-B-C dry chemical extinguishers (10A:40BC). Where indicated on the Drawings, provide a temporary fence to isolate the construction site and restrict unauthorized entry. Use chain link fence material, 6'-0 minimum height, on steel or wood posts spaced a 6'-0 maximum and embedded 2'-6 minimum below existing grade; include personnel and/or equipment access gates. Coordinate fence installation with underground utilities - see 1.11; before installation, confirm fence location and layout with the College Representative.

1.9 WARRANTY

Warranty all workmanship and material for a period of one (1) year from date of acceptance. During this period, the College will notify the Contractor of any discrepancy for prompt correction at no expense to the College. At the discretion and initiation of the College Representative, a one-year warranty review meeting with the Contractor will be held to review warranty items which remain incomplete.

1.10 TEMPORARY UTILITIES

The Contractor may use reasonable amounts of the utility services available to the site at no charge from the College. The College will not provide utility service beyond that existing. Coordinate tie-in and disconnect to the existing utilities with the College Representative. Locate temporary facilities so as not to interfere with the College's use of the Project site and/or surrounding areas. Relocate non-complying facilities at no expense to the College.

1.11 TEMPORARY SANITARY FACILITIES

Existing facilities in the building may be used by construction personnel during work on this project.

SPECIFICATIONS

I. Overview of Central Facility Automation System (CFAS)

The existing Delgado City Park Campus Facility Management System is an Alerton Compass Enterprise level software package. This system is integrated to schools through the BACnet protocol or by utilizing the appropriate driver. The Central Facility Automation System maintenance provider shall have the capability of 24/7 monitoring and the ability to automatically notify and dispatch personnel in the event of a critical system failure. All integration, whether Alerton or other manufacturer shall be the responsibility of this contractor.

Although there are multiple manufacturers, all portions of the EMS shall be included in this agreement. This shall include, but is not limited to, components such as controllers, automation software, control panels, etc. The entire energy management system will be maintained under this agreement, even if it requires sub-contracting the manufacturer of the energy management system.

The contractor shall have an office within (50) miles of all sites that are part of this contract. The contractor shall have experience integrating to all major BAS systems, including Alerton, JCI, Siemens, Trane, Automated Logic. Contractor shall be able to show examples of experience in integration to these systems.

As a part of this contract, the contractor is responsible for the Compass Front End and the controls systems in the following buildings:

- **Compass Front End**
- **Building 1 – Isaac Delgado Hall**
- **Building 2 – Student Services**
- **Building 3 – Bookstore**
- **Building 4 – Weiss Rehabilitation Center**
- **Building 5 – Joey Georgusis Center for Children**
- **Building 6 – H. Giles Martin Hall**
- **Building 7 – Thames Hall / Library**
- **Building 8 – Classroom Building**
- **Building 10 – Francis E Cook Building**
- **Building 11 – Michael L. Williamson Center**
- **Building 12 – Central Utilities**
- **Building 22 – Technology Building / Post Office**
- **Building 23 – Student Life Center**
- **Building 37 – O’Keefe Administration Building**

Westbank Campus

- **Building 1 – Classroom/Office Building**
- **Building 2 – Vocational Training**
- **Building 4 - LaRocca Hall**
- **Building 5 – Student Life Center**

- **Building 6 – Advanced Tech Center**

River City

- **Building 1**

Sidney Collier

- **Building A**
- **Building B**
- **Building C**

II. Technology Updates

- Alerton Software Updates - Provide all manufacturer updates on a quarterly basis. Security patches, big fixes, etc.
- Perform firmware updates as needed on Alerton Controllers. Firmware provided by the manufacturer shall be included on an annual basis in order to ensure that the system meets new technical standards for BACnet and other enhancements. It is the expectation that all existing direct digital control systems that have firmware upgrades to interface with the Central Facility Automation System shall be provided under this contract.
- As part of this contract, the energy management system shall be maintained by a Certified Alerton Dealer

III. System Performance Services; On-Line:

- Troubleshooting and Diagnostics/On-line troubleshoots - Contractor shall provide troubleshooting and diagnostics assistance via internet connection. CFAS Engineer will troubleshoot the problem and provide a solution. Should the problem not be fixed via remote troubleshooting, the appropriate personnel need to be dispatched.
- Building Control System Database Protection - Provide database and graphics back up of all sites with DDC in case of catastrophic failure (lightning strike, electrical power surge, flood, physical damage, etc.). Control System database, software, and storage of this critical business information. Should a catastrophic event occur, reload the databases and system files from stored backup copy and to ensure proper operation and performance.
- Building Control System Analysis
 - Inspect the physical and electrical condition of each global controller.
 - Perform a sequence of operations review
 - File & database analysis
 - Review alarms, trend logs, schedules and energy log reporting

IV. Quarterly Reports

- A. Contractor shall be responsible for providing quarterly reports for all installed components of the CFAS. The reports shall be a summary of service activities and changes to the system during the previous quarter, emailed to designated staff contact. Quarterly reports shall include the following:
- a. Review of operating schedules, set points, and overrides with staff to assure accuracy
 - b. Document all set-points and important system settings, including PI Loop settings, alarm thresholds and equipment runtimes.
 - c. Review alarms and system notifications for potential issues. Identify any critical alarms that are not responding to resets (should be done more frequently if nuisance issues occur).
 - d. Repair and troubleshoot all DDC control issues, as needed.
 - e. Perform software backups and trend-log archiving of the Building Automation System. These archives shall be saved on the Central Facility Automation System,
 - f. Calibration of all field devices, as well as all key control devices such as carbon dioxide, water and air differential pressure (DP), air flow, temperature, water flow, humidity, and other devices requiring calibration. A calibration plan should be developed to include a calibration of devices.

V. Central Equipment Performance Testing

- A. Using the software tools incorporated in the Compass Software, contractor shall analyze the performance of Chillers, Boilers, and air handling systems. This service shall be delivered two (2) times per year, Spring & Fall. During the Spring service, the contractor shall focus on the operation of the chilled water system and the air handler cooling system control loops: outside air dampers, mixed air dampers, chilled water valve actuators, temperature sensors. During the Fall, service will focus on the operation of the hot water system and the air handler heating system control loops: outside air dampers, mixed air dampers, heating valve actuators, temperature sensors, water coil freeze-protection sensors and temperature alarms.

VI. Energy Services

- A. Energy Optimization
- a. Each central plant shall be optimized for energy savings. This shall include, but not limited to, the scheduling of all equipment, optimum start/stop, changeover from summer/winter, and outside air reset.
 - b. This contractor shall perform at least one after hours review per quarter to confirm the proper operation of the equipment. Provide a report showing the hours of operation reduced by providing this service.
 - c. Provide an equipment override scan through the CFAS

- d. Confirm the PID loops are functioning for all equipment
- e. Check on sensors outside of range.

VII. Customer Training

- A. Provide a minimum of 16 hours of on-site operation training/software consultation to designated staff

VIII. Response Time for Remote and On-site Support

- A. Remote response time
 - a. Contractor shall be responsible for responding to calls remotely within (1) hour during normal business hours (Monday - Friday, 7am-5pm).
 - b. Contractor shall be responsible for responding to calls remotely within (2) hours outside of normal business hours.
- B. On-Site Response Times
 - a. If a problem cannot be solved remotely, contractor shall be responsible for dispatching a technician to the job site. The contractor shall be responsible for dispatching a technician (2) hours after remote evaluation.
- C. The contractor shall have at least (5) Alerton Certified Engineers on staff at all times

IX. Critical Equipment Dashboard

- A. The Sites that are interfaced with the CFAS shall be included in the dashboard so that the Owner representative will have a quick view of all critical equipment, including but not limited to, central plants (chillers and boiler), building mass temperature, etc. All alarms shall be set up on this dashboard to allow immediate notification.

X. Alarms

- A. The contractor shall set up notification of alarms to e-mail and text to the owner's representative, maintenance service provider and site operator as directed by the customer. The alarm levels shall be based on the critical nature of the alarms. For example, chiller failure or failure to start shall be given the highest priority and texted immediately. Provide a report that provides daily count of alarms, status and acknowledgement, top ten alarms for the previous month.

XI. Trend Logs

- A. Provide the customer with trend logs for troubleshooting. This shall be in the format of the given alarm and all data associated with the problem solving. Also, provide trend logs of operator commands and overrides, system activity and historical data requested by the owner. Historical trends shall include all sensor data to help review whether the issue is a mechanical problem, control issue, operator problem or other issue. This shall include the charting of multiple trends on the same graph.

END OF BID DOCUMENTS