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

# **Invitation to Bid**

<u>Bid Name</u>: Service Contract 40006-096 – Generator Inspections with Preventative Maintenance

> Due by & to be opened on: May 7<sup>th</sup>, 2025 at 2:00PM CST

> > <u>Contact Person</u>: Tracey Sheffield Purchasing Director (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 <u>Tracey Sheffield</u> at the following address:

Delgado Community College O'Keefe Administration Building 501 City Park Avenue, Building 37 New Orleans, La 70119 Email: <u>tsheff@dcc.edu</u> 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. Faxed or emailed Bids not accepted. 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 must be on the outside of the packaging, including any express mail packaging. 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 may be viewed via the internet at www.epls.gov .)

# **II. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS**

Delgado Community College is seeking bids to perform annual and semi-annual maintenance & inspections on its generators at the below listed Delgado Community College campus'

City Park Campus	Marine Fire School	Westbank Campus
615 City Park Ave	13200 Old Gentilly Road	2600 General Meyer Ave
New Orleans, LA 70119	New Orleans, LA 70129	New Orleans, LA 70114

#### QUALIFICATIONS

Vendors/Contractors bidding this contract must have at least ten (10) years of experience as a contractor, performing generator maintenance of a similar nature as described in these specifications. Bidder must specifically have worked on Kohler, Taylor, Generac and Onan brand generators. Bidder must complete <u>Attachment B, References Form</u> and submit it with their bid. References are to be from companies where similar work has been performed within the last five years. Vendor is required to be licensed in Category V, Electrical Work and abide by all rules and regulations and licensing of the State of Louisiana. Service personnel shall be qualified by training. The Vendor shall be required to provide at the College's request, proof of training of service personnel performing this work.

#### **PRE-BID/JOBSITE VISIT:**

A <u>non-mandatory pre-bid jobsite visit</u> is scheduled on <u>Wednesday, April 23, 2025 at 10:00AM CST</u> at the City Park Campus. Bidders are to meet in the front of 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 jobsite visit 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 <u>Tuesday, April 29, 2025 by 12:00PM</u> <u>CST</u>. 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 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 <a href="https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39">https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=39</a>

#### **BID SUBMITTAL:**

Bids must be sealed with the <u>Bidder's name, license number (if applicable) along with the</u> <u>name and number of the bid clearly written on the front of the envelope</u> 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. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. 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 **<u>indemnification form</u>** (*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 <u>insurance</u> <u>certificate</u> 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 II

# **III. 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 <u>must</u> 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 allor-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 licensed to perform the work as outlined in the specifications. The Bidder must be fully qualified under all State or local licensing laws as it pertains to 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 <u>fully</u> 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 for the period of July 1<sup>st</sup>, 2025 ending June 30<sup>th</sup>, 2026 with an 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. 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 and/or equipment 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 Director of Maintenance or his Designee.

Payment for services shall be made to the successful Bidder on Net 30 terms 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 approved and signed off by the Director of Maintenance prior to payment. Lump sum invoices will not be processed. All work must be itemized and include a breakdown per the unit pricing per the bid. Invoice must include a copy of the included checklist that has been signed by both the Contractor and the Director of Maintenance on the day that the work commenced.

#### **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.

#### **DISCRIMINITORY 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 AND MATERIALS:

Vendor will be required to perform all work outlined within these specifications. The price bid must be inclusive of all labor, materials, supplies, tools, travel & personnel.

Materials used must meet or exceed the manufacturer's recommended parts for the generators specified in this solicitation. Any materials used by the Vendor in the performance of the work that are not certified to work with the units, and cause damage or inoperability, the repairs will be done at the sole expense of the Vendor.

#### END OF SECTION III

### IV. 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. DEDUCTABLES 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. Tenday 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 form any liability or indemnification under the contract.

# F. SUBCONTRACTORS

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

### G. WORKERS COMPENSATION INDEMNITY

In the event 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 form 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

# V. TECHNICAL SPECIFICATIONS SECTION 01000

#### **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.

#### 1.01 PROJECT SCOPE

This contract annual and semi-annual inspections and preventative maintenance for the Colleges emergency generators at all locations listed within these specifications. The extent of the work requires two (2) visits per year, per generator per the specifications. Expected work is of the type and complexity associated with a large College. Contractor shall provide all labor, supervision and stated materials set forth in the solicitation.

All work shall meet any required trade standards and shall also meet College Standards and must be coordinated with the Director of Maintenance or his Designee prior to the work beginning.

#### **1.02 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.

#### **1.03 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.

#### **1.04 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.

#### 1.05 COORDINATION

Coordinate service schedule with the Director of Maintenance 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.

#### 1.06 SUPERVISION

The Vendor shall provide consistent, capable supervision at all times during the work. Site Manager or company representative shall be available during normal working hours of 8:00 am to 4:30 pm.

#### **1.07 SUBSTITUTIONS**

Substitutions to specified materials require approval of the College Representative (see Instructions to Bidders: Article 3.3).

#### 1.08 SUBMITTALS

Submit all signed required service reports to the Director of Maintenance upon the completion of work or if unable to complete the work as outlined, a written estimate of repair prior to any additional work being performed. Equipment, work or material ordered and/or installed without review by the College Representative is subject to rejection.

#### 1.09 CLEANUP

Daily, as it accumulates, remove from the work site, all rubbish, debris and unsalvageable material resulting from the work. Do not permit trash to accumulate. Do not use individual building dumpsters for trash disposal.

#### **1.10 QUALITY ASSURANCE**

Use new materials of quality acceptable to the College Representative and meeting all applicable regulations as pertain to this project.

Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality. The College expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades. Correct, at no expense to the College, any work performed which, in the opinion of the College Representative, is found unacceptable or not according to code. Corrections or incomplete work must be rectified within twenty-four (24) hours of notification

#### 1.11 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 College of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to ensure 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 ensure 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.

#### 1.12 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.

#### 1.13 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.

### 1.14 WARRANTY

Warranty all workmanship and material for a period of one 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.

#### **1.15 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.

#### **1.16 TEMPORARY SANITARY FACILITIES**

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

# **END OF SECTION**

# **Inspection and Preventative Maintenance Requirements**

Bidder is to include all labor, materials, supplies, equipment and manpower needed to perform the work listed below. Bidder should note that some equipment locations may require the use of heavy equipment. The cost for this must be included in your prices. Bidder must provide a completed checklist after each inspection and maintenance performed which is to be signed by both the Vendor and the Director of Maintenance or his designee upon completion of the service. The acceptable form for this work is included within these Bid Documents (*see Attachment C*).

- Bidder is to provide (1) one annual full inspection & preventative maintenance on all generators with one (1) additional follow up standard inspection & preventative maintenance service six (6) months later.
- Maintenance calls must be scheduled and coordinated with the Director of Maintenance or his Designee. The vendor <u>must sign in and out of the facility</u> where the work is being performed before beginning any work. On the City Park Campus sign in & sign out will be in the Facilities Office. On all other Campus' & Sites, Vendor must sign in & sign out at the Police Substation. Under no circumstance is a vendor to perform any work onsite without prior authorization and check-in/checkout.
- After the maintenance calls have been completed, a preventative maintenance & performance checklist for each unit must be provided by the vendor and signed by both the College and the Vendor indicating completion of the task along with a notation of any deficiencies detrimental to the safe operation and reliability of the equipment. A signed preventative maintenance and performance list is required for payment for those services. A copy of the type of report required is included.
- Any deficiencies outside of the required maintenance along with their remedies must be noted in writing and a report presented to the College representative. Bidder is to prepare a quote for the repair based upon the hourly rate established in the Bid with the cost of materials listed separately.
- All work is to be performed in accordance with the manufacturer's recommendation for that particular make and model. If the manufacturer calls for an item listed in the initial annual preventative maintenance list to be done at the six (6) month follow up maintenance visit, the Vendor must adhere to that requirement for that piece of equipment even if not listed in the semi-annual performance list.
- All work listed on the below checklists <u>MUST</u> be performed and cost of all labor, supplies, materials and equipment needed to perform the service <u>MUST BE INCLUDED</u> in the unit pricing. Failure to include complete servicing will result in a breach of contract and may result in a reduction of fees as the College will only pay for the work completed and, a cancellation of the Contract.

# Annual Full Preventative Inspection & Maintenance to include the following:

<u>Air System</u> Replace air cleaner element Change oil in bath filter Check turbocharger shaft end play Replace turbocharger mounting bolts Check complete air system for deficiencies

<u>Lubricating System</u> Change engine oil Change engine oil filter Change hydraulic governor oil Replace crankcase breather Replace PVC valve Check complete engine for oil leaks

<u>Cooling System</u> Replace all belts Replace all hoses Drain and replace antifreeze coolant Test specific gravity of antifreeze Change block heater and thermostat Change corrosion resistor element Change fan hub Check complete system for coolant leaks

<u>Fuel System:</u> (Gasoline / Natural / LP / Diesel) Inspect fuel in tank Inspect day tank Replace fuel filter

Change fuel pump screen Change fuel lines Check operation of governor

#### Electrical System

Clean and tighten all electrical connections, replace any loose fittings Replace batteries List hydrometer readings Check operation of all sending units Replace points, condenser and plugs of ignition system Replace magneto, distributor, wiring and set timing Replace battery charger Replace all fuses

Controls / Test / Transfer Switch

Check oil, start, warm up Check oil pressure Record PSI Record Amps Per Leg Record Volts Per Leg Record Frequency Adjust frequency and voltage as required Check exhaust system for leaks Check timing sequence on cranking cycles and record time Check operation of transfer switch; Times delays - Exerciser Automatic Transfer Switch must be programmed to run once a week on a no load condition. Check engine and generator controls for proper settings Start engine from test position Start engine from automatic position Check all alarm systems Replace pilot lights

### Semi-Annual Preventative Maintenance to include the following:

<u>Air System</u> Clean air cleaner element Clean oil in bath filter Check turbocharger shaft end play Check and tighten turbocharger mounting bolts Check complete air system for deficiencies

<u>Lubricating System</u> Check engine oil Check engine oil filter Check hydraulic governor oil Clean crankcase breather Check PVC valve Check complete engine for oil leaks

<u>Cooling System</u> Inspect all belts Inspect all hoses Check anti-freeze coolant, add if needed Test specific gravity of anti-freeze Check block heater and thermostat Check corrosion resistor element Lube fan hub Check complete system for coolant leaks

<u>Fuel System:</u> (Gasoline / Natural / LP / Diesel) Inspect fuel in tank Inspect day tank Replace fuel filter(s) Clean fuel pump screen Inspect fuel lines for leaks Check operation of governor

<u>Electrical System</u> Inspect, clean and tighten all electrical connections Check electrolyte level of batteries List hydrometer readings Check operation of all sending units Inspect points, condenser and plugs Inspect ignition system; magneto, distributor, wiring and verify timing Inspect battery charger Inspect and replace any blown fuses

#### Controls / Test / Transfer Switch

Check oil, start, warm up Check oil pressure Record PSI Record Amps Per Leg Record Volts Per Leg **Record Frequency** Adjust frequency and voltage as required Check exhaust system for leaks Check timing sequence on cranking cycles and record time Check operation of transfer switch; Times delays - Exerciser Automatic Transfer Switch must be programmed to run once a week on a no load condition. Check engine and generator controls for proper settings Start engine from test position Start engine from automatic position Check all alarm systems Inspect pilot lights

# VI. BID FORM

# Term Contract No: 40006-0096 Generator Inspections & Preventative Maintenance

ltem No	Qty	UOM	Description	Price
(1)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>West Bank Campus Building 6</u> Make/Model: Generac SG100 Serial Number: 3015915930	
(2)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: <u>West Bank Campus Building 6</u> Make/Model: Generac SG100 Serial Number 3015915930	
(3)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>City Park Campus Building 10</u> Make/Model: Generac SG150 erial Number: 3014258890	
(4)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: <u>City Park Campus Building 10</u> Make/Model: Generac SG150 erial Number: 3014258890	
(5)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>City Park Campus Building 1</u> Make/Model: Kohler 100RGZ Serial Number: 2217588	
(6)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: <u>City Park Campus Building 1</u> Make/Model: Kohler 100RGZ Serial Number: 2217588	

ltem No	Qty	UOM	Description	Price
(7)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>City Park Campus Building 2</u> Make/Model: Onam 100KW Serial Number: E090000527	
(8)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: <u>City Park Campus Building 2</u> Make/Model: Onam 100KW Serial Number: E090000527	
(9)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>City Park Campus Building 10</u> Make/Model: Generac SG0150KG269.0S18HPYYG erial Number: 3014258891	
(10)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: <u>City Park Building 10</u> Make/Model: Generac SG0150KG269.0S18HPYYG Serial Number: 3014258891	
(11)	1	EA	Full Annual Inspection & Preventative Maintenance Service: <u>Marine Fire School</u> Make/Model: Generac 5D0500KG22152B18HPLY2 Serial Number: 10019995	
(12)	1	EA	Semi-Annual Follow Up Inspection & Preventative Maintenance Service: Marine Fire School Make/Model: Generac 5D0500KG22152B18HPLY2 Serial Number: 10019995	
(13)	1	EA	Full Annual Inspection & Preventative Maintenance Service: Marine Fire School Make/ Model: Taylor TD 250 KW Serial Number: 34669	

ltem No	UOM	QTY	Description	Price
(14)	1	EA	Semi -Annual Follow Up Inspection & Preventative Maintenance Service: Marine Fire School	
			Make/ Model: Taylor TD 250 KW Serial Number: 34669	
(15)	1	HR	Hourly labor rate to troubleshoot an inoperable unit. <i>To determine the low bidder,</i> this rate will be tabulated in the final bid tab based upon 10 hours. Bidder should enter only the cost per hour.	

Please review all specifications& requirements <u>carefully</u>. The prices bid must include all parts, labor and supplies needed to perform the inspection and maintenance services as outlined.

### **REPAIRS**

If a generator is determined to be inoperable, the Vendor is to prepare a report of the defect along with a repair estimate and submit it to the Director of Maintenance. If the repair exceeds the threshold where competition is required, Delgado will obtain competitive quotes for the repair. The College also reserves the right to procure any necessary materials needed for a repair and provide them to the Vendor to perform the repair in which case the vendor is to prepare an estimate based upon the hourly rate established in the bid.

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

Bidder declares and represents the 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 in its entirety

# 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. *Contractor/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:	

Is certificate of insurance attached? \_\_\_\_\_YES\_\_\_\_NO

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

# **ATTACHMENT B: REFERENCE FORM**

(Company Name)

(Address)

(Contract Administrator)

(Facility Type)

(Phone Number)

(Company Name)

(Address)

(Contract Administrator)

(Facility Type)

(Phone Number)

(Company Name)

(Address)

(Phone Number)

(Facility Type)

(Contract Administrator)

\*Form must be completed and submitted with the bid

# ATTACHMENT C – INSPECTION & PREVENTATIVE MAINTENANCE REPORT

Date Inspected:	Inspected By:	
Campus:	Signature	
Make:		
Model:	Signature of College Representative	
Serial Number:		

<u>Annual</u>	<u>6-Month</u>	Description of Service(s)
		<u>Air System</u>
		Replace Air Cleaner Element – Clean at 6 month maintenance
<u> </u>		Change Oil in Bath Filter – Clean at 6 month maintenance
		Check turbocharger shaft end play – Annual and 6 month maintenance
		Replace turbocharger mounting bolts – Check and tighten at 6 month maint.
		Check complete air system for deficiencies – Annual and 6 month maintenance
		Lubricating System
		Change engine oil – Check level at 6 month maintenance
		Change engine oil filter – Check at 6 month maintenance
		Change hydraulic governor oil – Check at 6 month maintenance
		Replace crankcase breather – Clean at 6 month maintenance
		Replace PVC valve – Check at 6 month maintenance
		Check complete engine for oil leaks – Check at 6 month maintenance
		Cooling System
		Replace all belts – Inspect at 6 month maintenance
		Replace all hoses – Inspect at 6 month maintenance
		Drain and replace antifreeze coolant – Check level and add if needed at 6 mo. Maint.
		Test specific gravity of antifreeze – Test at 6 month maintenance
		Change block heater and thermostat – Check at 6 month maintenance
		Change corrosion resistor element – Check at 6 month maintenance
		Change fan hub – Lube at 6 month maintenance
		Check complete system for coolant leaks – Check at 60 month maintenance
		Fuel System Gas Type
		Inspect fuel in tank – Inspect at 6 month maintenance
		Inspect day tank – Inspect at 6 month maintenance
		Replace fuel filter – Replace at 6 month maintenance
		Change fuel pump screen – Clean at 6 month maintenance
		Change fuel lines – Inspect for leaks at 6 month maintenance
<u> </u>		Check operation of governor – Check at 6 month maintenance

<u>Annual</u>	<u>6-Month</u>	Description of Service(s)
		<u>Electrical System</u>
		Clean and tighten all electrical connections and replace any loose fittings – Inspect clean and tighten at 6 month maintenance
		Replace batteries – Check electrolyte levels at 6 month maintenance
		List hydrometer readings – Same at 6 month maintenance
		Check operation of all sending units – Check at 6 month maintenance
		Replace points, condenser and plugs on ignition system – Inspect at 6 month maint
		Replace magneto, distributor, wiring and set timing – Inspect at 6 month maint
		Replace battery charger – Inspect at 6 month maintenance
		Replace all fuses – Replace blown fuses at 6 month maintenance
		<u>Controls / Test / Transfer Switch</u>
		Check oil, start & warmup – Repeat at 6 month maintenance
		Check oil pressure and record - Repeat at 6 month maintenance Oil Pressure PSI
		Record Amps Per Leg e.g Repeat at 6 mo maint
		Record Volts Per Leg Repeat at 6 mo maint
		Record Frequency Repeat at 6 month maintenance
		Adjust frequency and voltage as required – Repeat at 6 month maintenance
		Check exhaust system for leaks – Check at 6 month maintenance
		Check timing sequences on cranking cycles – Repeat at 6 month maintenance Cranking Time
		Check and record operation of transfer switch – Repeat at 6 month maintenance
		Time Delays
		Exerciser
		** ATS to be programmed to run once a week on a no load condition
		Check engine and generator controls for proper settings – Repeat at 6 month maint
		Start engine from test position – Repeat at 6 month maintenance
		Start engine from automatic position – Repeat at 6 month maintenance
		Check all alarm systems – Repeat at 6 month maintenance
		Replace pilot lights – clean and inspect at 6 month maintenance
		Replace plot lights clean and inspect at 0 month maintenance

# NOTES:

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# END OF BID DOCUMENTS