

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

Invitation to Bid

Bid Name:

40006-130 – Pest Control Services

To Be Opened On/Bid Due Date:

July 23, 2026 at 2:00PM

Contact Person:

Adrienne Harris

Assistant Director Purchasing

(504) 762-3028

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

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

I. GENERAL INFORMATION

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

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

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

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, do not leave on the counter unattended. Bids are to be delivered directly to the Purchasing Office where they will be time stamped. 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 or to the Purchasing Office. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries directly in the Purchasing Office. All Bids must be time stamped by the Purchasing Office by the due date and time regardless of delivery method.

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

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

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

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

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

II. BID FORM
40006-130 – Pest Control Services

SCOPE OF WORK:

Service shall include all labor, materials, tools, supplies, and equipment necessary for the control of the following pests: rats, bats, honey bees, lice hornets, spiders (all types), mice, roaches (all types), flies, fleas, water bugs, silver fish, caterpillars (internally and on external tree branches throughout each individual campus), mosquitoes (internally and externally, including mosquitoes present on the exterior of facilities, in grassy areas on tree branches, in plants, and water ponds), wasps, bedbugs, lice mites, gnats, honey bees, worms, ants (all types) present in buildings and on lawn areas and other pests, airborne or otherwise. Vendor must install new rodent bait stations around the exterior of each facility at every location, as well as in the kitchen areas. Removal of rodents (possums, raccoons, and squirrels). It is required the vendor must have a truck mounted fogger, hand fogger, and chemical sprayer to treat external mosquitoes for each service. If this equipment is not present and utilize for each service of treatment the contract will automatically cancel within 30 days - **SEE BELOW**

MOSQUITO TREATMENT:

Must be performed every Friday during the months listed unless otherwise specified:

Months of June, July, August, and September

MOSQUITO TREATMENT AREAS THAT MUST BE TREATED:

City Park Campus & Ochsner for Nursing and Allied Health

Sodded areas by the rear court yards of building 2 and exterior of buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 22, 23, 37, 38, 39, 40, 41, 42, 43, and the Joey Georquiss Child Care Center and Pond.

West Bank Campus

Exterior grounds and sodded areas surrounding buildings 1, 2, 3, 5, 6.

Sidney Collier Site

Exterior grounds and sodded areas surrounding buildings 1, 2, 3.

Maritime & Industrial Training Facility (Fire School)

Sod areas around the Fire School and Ponds throughout the campus directly in front and south of the Fire School work area and Maritime Fire School Yard Training area.

River City Site and Advance Manufacturing Center

Sod areas around the Pond, all Entrances, Rear and Side Parking Lots, and Lineman Program Training area exterior and interior.

METHOD OF TREATMENT:

Vendor must treat areas by space spraying utilizing ULV technology or mosquito insecticide fogging devices, including a rear truck mounted fogger and handheld fogger, vendor must treat the sod, grass, flower beds, and ponds with chemical spraying.

Zika virus- vendor must use chemicals that EFFECTIVELY kill Zika virus carrying mosquitoes

CHEMICAL TREATMENT:

Vendor must treat the sodded areas by residual spraying method using a handheld or truck mounted chemical sprayer.

Frequency of Service:

All listed areas as per the bid schedule shall be serviced no less than once each month except for the City Park Campus which must be serviced every Friday unless otherwise noted. All kitchen areas shall be serviced at least three (3) times each month. Successful bidder shall also provide additional services for problem areas on an as needed basis as determined by the college. Before each respective treatment vendor shall make arrangements with agency representative. After entering the building areas service people must get permission from agency representative to leave. After each month service contractor shall give a written report to agency reporting unsanitary conditions, entry points for rodents, water saturated areas and any other conditions that increases the presence of pest.

Vendor must maintain a log book for all kitchen areas and update it upon each visit. The log book must contain the following: invoices, records of what work was done, chemical used, and SDS of chemical used.

SUPPLIES:

Successful bidder will be required to have on hand or immediately available to them an adequate supply of pest control treatment material in order to meet the College’s needs.

MATERIALS:

Materials used in pest control work shall conform to all federal, state and local ordinances, laws, and regulations. Vendor shall use odorless spray chemical for pest treatment. Rodenticides shall be used with all due precaution to avoid accidents to humans and domestic animals. Special care shall be exercised in the use of liquid insecticides in areas having asphaltic, mastic or linoleum surfaces. All chemicals and treatments used must comply with the Louisiana Structural Pest Control Commission law, rules, and regulations for pest control work in Louisiana as adopted by the Pest Control Operations Association. All chemicals and materials used shall be acceptable to the College.

LICENSING/SAFETY:

All pest control work shall be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures. Vendor **must** be duly licensed by the State of Louisiana to perform such work and **a copy of this license must be submitted with the bid. Failure to do this will result in the immediate disqualification of the bid without further consideration.**

BID AWARD:

Award shall be made on an all-or-none basis. The college reserves the right to add or subtract locations, buildings, or parts of buildings due to the changing needs of the college. A price will be negotiated between the college and the successful bidder when additions or subtractions are made.

NON-PERFORMANCE:

Failure to meet any requirements as specified in the contract shall result in the following:

- 1ST Notice – Verbal notice of problem
- 2ND Notice – Written notice of problem
- 3RD Notice – Fifteen (15) day written notice of cancellation

TERMINATION:

The college reserves the right to terminate this contract upon thirty (30) days written notice to the vendor

HAZARDOUS MATERIALS:

Vendor shall provide the executive housekeeping Director Mr. Dion Mays, with materials safety data sheets (MSDS) on all hazardous materials used to provide Pest Control Service(s) to the College.

CONFIDENTIALITY:

Vendor agrees to keep confidential all information and material which will come into possession or knowledge of the vendor in connection with this contract or the performance thereof, except only information as is already known to public and not releasing use or disclosure of the same except with written permission of the agency.

III. INSTRUCTIONS REQUIREMENTS

Delgado Community College is seeking bids to provide Pest Control Services for six (6) locations for multiple buildings on the following Campuses:

CAMPUS LOCATIONS:

City Park Campus
615 City Park Ave
New Orleans, LA 70119

Ochsner Center for Nursing/
Allied Health
615 City Park Ave
New Orleans, LA 70119

West Bank Campus
2600 General Meyer
New Orleans, LA 70114

Maritime & Industrial Training Facility
(Fire School)
13200 Old Gentilly Road
New Orleans, LA 70129

River City Campus
709 Churchill Pkwy
Avondale, LA 70094

Sidney Collier Site
3727 Louisa St
New Orleans, LA 70126

QUALIFICATIONS:

Vendors/Contractors Bidding this contract shall have at least six (6) years of experience as a contractor in the field of Pest Control Services, and shall be required to perform the work set forth in the specifications. Each vendor shall present documentation verifying their experience in Pest Control Services. Bidder must complete **Attachment B, References Form** and submit with their bid. Vendor is required to be licensed and certified by Louisiana State Licensing Board for the installation, repair and replacement of mechanical systems at a minimum a Category VI, Mechanical Work. 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.

PRE-BID/JOBSITE VISIT:

A **non-mandatory pre-bid jobsite visit** is scheduled;

The **first** jobsite visit will begin at the City Park Campus on **Monday July 13, 2026 at 10:00AM CST**. Bidders are to meet in the front of building 10 at Delgado Community College City Park Campus 615 City Park Avenue, New Orleans, LA 70119.

Locations:

City Park
Maritime and & Industrial Training Facility (Fire School)

The **second** jobsite visit will begin at the Westbank Campus on **Tuesday, July 14, 2026 at 10:00AM CST**. Bidders are to meet in the front of Larocca Hall Building at Delgado Community College Westbank Campus 2600 General Meyers Avenue, New Orleans, LA 70114.

Locations:

West Bank Campus
River City Site and Advance Manufacturing Center

Impromptu questions will be permitted and spontaneous answers will be provided during the visits, the only official answer or position of DCC will be stated in writing in response to written questions.

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 Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Monday, July 16, 2026 by 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge all issued addenda by signing and returning it with the bid or if the bid has already been submitted, per the instructions on the addenda. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

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

BID SUBMITTAL:

Bids must be sealed with the **Bidder's name, license number along with the name and number of the bid clearly written on the front of the envelope** 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 read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the materials, specifications and requirements 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.

END OF SECTION III

IV. BID SCHEDULE

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

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
CP01	Campus Administration, Classroom Bldg., Including Annexes & Fitness Center	_____
CP02	Student Services Center	_____
CP03	Bookstore	_____
CP04	Allied Health	_____
CP05	Joey Georquiss Center	_____
CP06	H. Giles Martin Hall	_____
CP07	Marvin Thames Hall	_____
CP08	Workforce Development Classroom Building	_____
CP09	Workforce Development Administration Building	_____
CP10	Francis Cook Building	_____
CP11	Gymnasium/Culinary	_____
CP12	Central Utilities	_____
CP22	Technology Programs/Mailroom	_____
CP23	Student Life Center	_____
CP37	O'Keefe Administration Building	_____
CP38	Braden Complex (Buildings 38, 39, & 40)	_____

CP41	General Motors Technology Lab	_____
CP42	Grounds	_____
CP43	Maintenance	_____
BB01	Baseball Field	_____
BB02	Baseball Concession Stand	_____
	Trailers (8)	_____
TOTAL AMOUNT		_____

**OCHSNER CENTER FOR
NURSING AND ALLIED HEALTH
615 CITY PARK AVENUE
NEW ORLEANS, LA 70119**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
B14	School of Nursing (All Floors)	_____
TOTAL AMOUNT		_____

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

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
WB01	Classroom and Office Building	_____
WB02	Math and Library	_____
WB03	Larocca Hall	_____

WB05	Student Life Center	_____
WB06	Advance Technology Center	_____
TOTAL AMOUNT		_____

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

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

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

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
B1	Main Industrial Building	_____
B2	Maritime & Industrial Training Center	_____
TOTAL AMOUNT		_____

**RIVER CITY CAMPUS
709 CHURCHILL PARKWAY
AVONDALE, LA 70094**

<u>BUILDING NUMBER</u>	<u>BUILDING NAME</u>	<u>PRICE/BLDG/MONTH</u>
B1	Main Building	_____
TOTAL AMOUNT		_____
TOTAL BID AMOUNT:	_____	

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

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*

V. 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.
- 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.
- Bids submitted are governed and subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; and Specifications listed in this solicitation
- 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 items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
- NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in your bid. Otherwise it will be interpreted that you are quoting as specified.
- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- The Bid will be awarded on the basis of the lowest total cost as determined by the College.
- 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 reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
- In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.

- 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.
- All items bid must comply with the Louisiana Pesticide Law.
- Vendors are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.
- 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, 2026 through June 30, 2027** 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. 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.

INVOICES & PAYMENTS:

Contractor will be paid after work is satisfactorily completed and upon recommendation of the College Representative. **Invoices must be submitted within (10) business days of completion of the work.**

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 include the following:

- A clear job description
- A brief explanation of the line items used for billing
- The purchase order number
- Dates when the work was performed
- Contractor's receipts must be attached for any incidental materials used outside the stated contract pricing.
- Service tickets must be attached or reference the service ticket number on the invoice if the service ticket was already provided to Facilities & Planning. The service ticket must reference who requested the work, why the work was needed, and what work was performed.
- All work must be itemized and include a breakdown per the unit pricing per the bid schedule. Lump sum invoices will not be processed

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 delineating Delgado Community College as the certificate holder with all endorsements noted must be submitted to the Purchasing Department. Certificates must be received within (10) business days from the notice of award. Failure to provide the above timely will cause the award to be rescinded and the Contract will be awarded to the next low Bidder

Insurance must be in effect at all times for the duration of the Contract.

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 effect 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 if applicable. 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.

The College reserves the right to procure and provide to the successful Bidder any and all materials in excess of \$10,000 as required to complete any repair.

END OF SECTION V

VI. INSURANCE REQUIREMENTS FOR VENDORS

The Contractor/Vendor shall purchase and maintain for the duration of the contract/work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Vendor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensations law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disaster/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability increased to a minimum of \$1,000,000.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage's

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. Coverage/Vendor shall not be cancelled, suspended, or violated by either party (the Contractor/Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Tendency written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's/Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor/Vendor from the obligations of the insurance requirements or the indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor/Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

Contractor/Vendor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor/Vendor shall submit the declarations page and cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor/Vendor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor/Vendor to purchase and/or maintain any required insurance shall not relieve the Contractor/Vendor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

ATTACHMENT A: INDEMNICATION AGREEMENT

Contractor/Vendor agrees to protect, defend, indemnify, save and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor/Vendor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Contractor/Vendor as a result of any claims, demands, suits or causes of action, except those claims, demands suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor/Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted By:

Company Name

Signature

Title

Date Accepted

Is certificate of insurance attached? _____ YES _____ NO

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

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 your bid**

END OF BID DOCUMENTS