

INVITATION TO BID
Number: 40004-23023
FURNISH
CUSTODIAL SERVICES FOR FTCC
FACILITIES

ISSUING AGENCY: Fletcher Technical Community College
Purchasing Department
Building J
6220 East Texas Street
Bossier City, LA 71111

PURCHASING DIRECTOR: Gayle Doucet gdoucet@fletcher.edu
Ph: (318)678-6117
Fx: (318)678-6402

ITB RELEASE DATE: November 17th, 2023

PRE-BID CONFERENCE: See times enclosed **MANDATORY FOR BIDDERS!**

CONFERENCE/INSPECTION TIME: See times enclosed

Failure to be represented at the mandatory pre-bid conference/on-site inspection tour shall cause rejection of the bid without further consideration.

DEADLINE FOR INQUIRIES: 12:00 p.m., Central Time, December 20th, 2023

BID OPENING DATE: January 18th, 2024

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Bossier Parish Community College
Purchasing Department
Building J
6220 East Texas Street
Bossier City, LA 71111

UNSIGNED OR LATE PROPOSALS WILL BE REJECTED

DEFINITIONS & INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Fletcher Technical Community College. The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

Issuance of this Invitation to Bid does not ensure that FTCC will make an award.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes 39:1551-1738. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$25,000 all solicitations must be advertised on the State Purchasing website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices **MUST** be either typewritten or printed in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the College unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Any erasure, strike – through, correction or other change(s) in the bid **MUST** be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE. Bidders must submit one (1) originally signed bid response form with any required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

REJECTION OF BIDS

The College reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

SEALED BID

The entire bid shall be sealed. All bids must be submitted in a sealed bid envelope with the bid number and opening date listed on the envelope. The name and address of the Bidder **MUST** appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the special bid envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

BIDS BINDING

All formal bids shall be binding for a minimum of ninety (90) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

In accordance with the provisions of L.S.A-R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the College will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

BID DUE DATE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the FTCC Purchasing Department prior to the designated deadline for return of bids.

DELIVERY OF BIDS

Each bid response shall be time recorded by Purchasing Department personnel upon its delivery. The Bidder, or the Bidder's agent, may hand deliver the bid to the FTCC Purchasing Department, or the Bidder may cause the bid to be delivered by an express carrier. Responsibility for ensuring that a receipt of delivery for their proposal remains with the bidder. The Bidder may elect to mail the bid by registered or certified mail return receipt requested.

The address for delivery of bids is: Bossier Parish Community College
6220 East Texas Street
Attn: Gayle Doucet
Building J
Bossier City, LA 71111

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Purchasing Director in addendum form, shall be considered as valid. **Telephone inquiries are not allowed.** Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and may be emailed to Gayle Doucet – gdoucet@fletcher.edu Bidders may submit inquiries via email to the Purchasing Director at: gdoucet@fletcher.edu Bidders shall not construe any verbal conversations as binding.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and may be emailed to the Purchasing Director. Bidders may submit inquiries via email to the Purchasing Director at: gdoucet@fletcher.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents, or to all in attendance at the mandatory pre-bid meeting if inquiries are after that date.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID COST INCURRED

This solicitation does not commit the College to award a contract and the College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

QUALIFICATION OF BIDDER

The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services so bid. The Bidder shall provide all information and data for this purpose as the College may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

SPECIFICATIONS

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and DO NOT restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the Purchasing Director prior to bid opening.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The College is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

BID AWARD

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The lowest responsible and responsive Bidder will be determined by the BID PRICE TOTAL and any additives selected by the College at time of bid award. The Bidder should be relatively competitive in relation to other Bidder prices for Additional Clean-up, Additional Stripping and Waxing service, etc.

MANDATORY REQUIREMENTS

ALL REQUIREMENTS STATED HEREINAFTER IN THE INSTRUCTIONS TO BIDDERS ARE CONSIDERED MANDATORY. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RESULT IN REJECTION OF THE BID WITHOUT FURTHER CONSIDERATION.

MANDATORY PRE-BID CONFERENCE/ON-SITE INSPECTION TOUR

A MANDATORY Pre-Bid conference/on-site inspection tour shall be conducted for the benefit of all Bidders on the date and time specified on the cover of the ITB. Bidders shall assemble in the designated location on the FTCC campuses on the date and time specified and the Bidder should allow sufficient time to participate in the entire conference/inspection tour. No other arrangements for an on-site inspection shall be made for any Bidder unable to attend on the date and time specified. Bidders in attendance shall be required to sign in on a Registration Log. Failure to be represented at the mandatory pre-bid conference/on-site inspection tour shall result in rejection of the bid without further consideration.

Following the Mandatory Pre-Bid Conference, all qualified bidders may set-up additional inspection appointments for the named facilities. All appointments are to be scheduled through Jarrod Sevin, Facilities Director at 985-448-7993.

BUILDING SQUARE FOOTAGE

Bidders shall be responsible for the measurement of the exact square footage of the building. The measurements stated herein are approximate and Bidders shall be responsible for obtaining exact measurements if needed for calculating bid prices.

BID PRICES

The prices bid shall be firm to cover all labor, equipment, materials, cleaning supplies, toilet tissue, paper towels, liquid hand soap, services, supervision, bonds, insurance, transportation and any other costs necessary to execute the designated janitorial housekeeping services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes AND delivery charges.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The CONTRACTOR agrees that the College and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the CONTRACTOR related to this solicitation and any resulting contract.

ACCIDENTS

The CONTRACTOR agrees that in the event of any accident of any kind and degree, the CONTRACTOR will immediately notify the College's Facilities Department 985-448-7993 and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract, or any portion thereof or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the College. Any attempted assignment under the contract shall be void and shall have no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the CONTRACTOR'S bid response and the CONTRACTOR'S performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The College and CONTRACTOR shall execute contract for a period not exceeding thirty-six (36) months, in the form prescribed herein by the College, no later than the expiration period for furnishing verification of insurance coverage. SEE EXAMPLE CONTRACT

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Fletcher Technical Community College, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions.

The full term of the contract including the possible two (2) extensions shall not exceed a period of sixty (60) months in total.

CONTRACT CANCELLATION

Fletcher Technical Community College has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

FUNDING CLAUSE

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the

continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

COPYRIGHTS AND PATENTS

The CONTRACTOR shall indemnify and hold harmless the State, the College, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which CONTRACTOR is not the patentee, assignee, or licensee.

HAZARDOUS WASTE GENERATION

In the event the CONTRACTOR produces a hazardous waste as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, the CONTRACTOR shall be designated as the generator of such waste. The liability of hazardous waste disposal shall rest with the CONTRACTOR and not the College.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The CONTRACTOR shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall be an equal employment opportunity employer. The CONTRACTOR shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

HOLIDAYS

Generally, the College recognizes the following holidays.

- | | |
|---------------------------|---------------------|
| 1) New Year's Day | 5) Independence Day |
| 2) Martin Luther King Day | 6) Labor Day |
| 3) Good Friday | 7) Thanksgiving Day |
| 4) Memorial Day | 8) Christmas Day |

The College's official holiday schedule will be provided to the CONTRACTOR on or around August 1st. The CONTRACTOR shall be responsible for responding to scheduled service on the holidays listed above. The CONTRACTOR shall seek, in writing, advance written approval from the Director of Facilities regarding the recognition of any other holidays for its employees not recognized by the College. The CONTRACTOR may request additional days off for services performed during scheduled Holidays.

ORDER OF PRIORITY

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be posted to LaPac. The College will not be responsible for any other explanation of the documents.

COMPLIANCE WITH CIVIL RIGHT LAWS

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, gender identity, age or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

SPECIAL ACCOMMODATION

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

INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

ADA ACCESSIBILITY REQUIREMENTS

If applicable, the contractor warrants it will comply with federal and state disabilities laws and regulations and also warrants that the products and services provided conform to the applicable accessibility requirements of wcag 2.1 level aa or the most current version (the "accessibility standards"), section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, products and services provided under this contract do not fully conform to the accessibility standards, contractor shall immediately advise Fletcher Technical Community College (FTCC) procurement in writing of the nonconformance and shall provide FTCC a plan to achieve conformance to the accessibility standards, including but not limited to, an intended timeline for conformance. Contractor further agrees to indemnify and hold harmless FTCC from any claims or damages arising out of its failure to comply with the requirements of this paragraph. Failure to comply with these requirements shall constitute a material breach of this contract and may be grounds for termination of this contract by Fletcher Technical Community College.

SIGNATURE AUTHORITY

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

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of “nolo contendere” to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT

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

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

FEDERAL CLAUSES, IF APPLICABLE

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

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

MANDATORY DISCLOSURES

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

MANDATORY DISCLOSURES

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

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

All bid amounts shall be submitted in United State Dollars.

DISCRIMINATION CLAUSE

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

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

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements,; and any implementing regulations issued by the awarding agency.

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. FTCC reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

**FLETCHER TECHNICAL
COMMUNITY COLLEGE**

Purchasing,
Building J
6220 East Texas
Street
Bossier City, LA 71111

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

INSURANCE-STATEMENT

This is to certify that we carry the Workmen's compensation & Employer's Liability Insurance & General Liability Insurance and Automobile Liability Insurance as outlined above with:
Company(s). _____

Bid or Request for Quotation

Number 40004-23023

SIGNED: _____

FIRM: _____

TITLE: _____

DATE: _____

INDEPENDENT CONTRACTOR

All of the CONTRACTOR'S employees furnishing or performing services under the contract shall be deemed employees solely of the CONTRACTOR and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College. The CONTRACTOR shall perform all services as an independent CONTRACTOR and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the College.

INSPECTION OF FACILITIES

It is the CONTRACTOR'S responsibility to visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any CONTRACTOR because of lack of knowledge of conditions. For additional detail, see the section entitled MANDATORY PRE-BID CONFERENCE.

INSURANCE

The CONTRACTOR shall procure and maintain for the duration of the 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, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the College.

College Personnel

As a result of this contract, the Contractor shall be required to interview any displaced employee of FTCC for consideration of employment within their company.

KEYS

The CONTRACTOR shall sign for and be responsible for all keys issued to the Contractor's representative. Keys shall not be left in doors and shall not be used to admit anyone except recognized College personnel. All exterior entrance doors shall be closed, locked and checked before leaving the building each evening. All interior doors shall be closed, locked and checked before leaving the building each evening. Contractor will be responsible for working with the CONTRACT COORDINATORS to obtain schedules of when building should be open and/or locked.

In the event of loss of any keys, the CONTRACTOR shall reimburse the College in whole or in part to correct any breach of security in the facility or facilities. The College reserves the right to hold or deduct any costs from payments due the CONTRACTOR to insure reimbursement for the security breach caused thereby.

COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The CONTRACTOR shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The CONTRACTOR shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the CONTRACTOR pursuant to the terms of the contract. If any such lien shall at any time be filed against the College's premises in connection with the contract and the CONTRACTOR shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the College may, without prejudice to any right or remedy available to the College, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The CONTRACTOR and its surety or insurance company shall be held liable for all costs and expenses (including attorney fees) incurred by the College in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The College reserves the right to purchase or receive services within the scope of the contract determined by the College to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the CONTRACTOR shall be to the last known address on file with the College, unless otherwise amended in the contract. Notification to the College shall be to Fletcher Technical Community College Purchasing Department, 6220 East Texas Street, Bossier City, LA 71111

PERMITS AND LICENSES

The CONTRACTOR shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the CONTRACTOR shall post or display in a prominent place such permits and/or notices as are required by law.

PRESENCE ON COLLEGE PREMISES

The CONTRACTOR agrees that all persons working for or on behalf of the CONTRACTOR whose duties bring them upon the College premises shall obey all College rules, policies, police security measures and vehicle regulations that are established by the College and shall comply with the reasonable directives of its College representatives and College Police. CONTRACTOR employees shall at all times be properly uniformed in clean, easily-recognized Contractor-issued apparel.

The CONTRACTOR agrees that all employees of the CONTRACTOR shall register their motor vehicles with the College Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the CONTRACTOR will then become responsible for payment of all fines assessed against the employee.

The CONTRACTOR shall be responsible for the acts of its agents and employees while on the College premises. Accordingly, the CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons or property located on the College premises.

The CONTRACTOR shall be responsible for all damages to persons or property caused by the CONTRACTOR or any of its agents or employees. The CONTRACTOR shall promptly repair, to the specifications of the College's Facilities Department, any damage that the CONTRACTOR, its agents or employees, may cause to the College premises or equipment.

The CONTRACTOR shall not allow any party under 18 years of age or any party that is not on the CONTRACTOR'S payroll in any facility at any time.

PUBLICITY

The CONTRACTOR shall not in any way or in any form publicize or advertise in any manner the fact that the CONTRACTOR is providing services to the College without the express written approval of the Purchasing Director, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the CONTRACTOR from listing the College on its routine client list for matters of reference.

SAFETY

The CONTRACTOR, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the CONTRACTOR shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract. Any unsafe areas noted must be reported to the College Facility Director whose office is located at 1407 Hwy 311, Schriever, LA 70395.

SECURITY

The College shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the CONTRACTOR, employees or agents, which may be brought or stored on the College campus.

STANDARDS OF PERFORMANCE

The CONTRACTOR agrees to perform the services specified in the contract with that standard of care, skill, and diligence expected of a professional service provider in the performance of such services.

SUPERVISION

The CONTRACTOR shall provide adequate and expert on-site managerial supervision for its agents and employees in the areas under the contract. Supervision will be exercised during all times an employee would be considered as "working". The Supervisor will be the principle contact between the CONTRACTOR and the CONTRACT COORDINATOR.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the CONTRACTOR shall vacate all parts of the College premises occupied by it and shall restore the premises to the College in the same condition as when originally made available to the CONTRACTOR, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the College.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The CONTRACTOR shall pay when due all taxes or assessments applicable to the CONTRACTOR. The CONTRACTOR shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. CONTRACTOR is NOT a public agency; therefore, CONTRACTOR is not exempt from sales & use taxes.

TERMINATION

If, because of reasons beyond the control of the College (e.g. fire, legislative funding), business operation in any or all of the facilities of the College are interrupted or stopped, then the College shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The College may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The CONTRACTOR may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of an academic semester. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

USE OF COLLEGE FACILITIES

The CONTRACTOR, its agents and employees shall have the right to use only those facilities of the College that are necessary to perform services under the contract and shall have no right of access to any other facility of the College.

UTILITY SERVICES

The College shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the CONTRACTOR. Any modification to existing outlets required or requested by the CONTRACTOR shall be at the CONTRACTOR'S expense. The College shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

SPECIFICATIONS

Fletcher Technical Community College (FTCC) requests bids from licensed contractors to provide custodial services for several College facilities.

1. **College Facilities Included** – the following College facilities will be included in this contract:

Mandatory Pre-Bid Conference and Site Visit – December 13, 2023 @ 9:00 a.m., CST
Room 105-G
1407 Hwy 311, Schriever, LA 70395

Schriever Main – 90,000 SF
Schriever – IPT – 25,000 SF

Mandatory Pre-Bid Conference and Site Visit - December 13, 2023

Thibodaux Campus
1425 Tiger Drive
Thibodaux, LA 70301

25,000 SF

Mandatory Pre-Bid Conference and Site Visit – December 13, 2023

Houma Campus
331 Dickson Road
Houma, LA 70363

25,000 SF

The Thibodaux Campus and Houma Campus pre-bid meetings will follow the main campus pre-bid meeting.

- b. Contractor shall note that all square footages provided are rough estimates only and the College in no way warrants the accuracy of these measurements. Contractor shall field verify all dimensions and measurements by visiting each facility prior to submitting a bid.
 - c. The College reserves the right to add or delete facilities to this contract as needed. The College shall work in cooperation with the contractor to negotiate an equitable adjustment to the contract amount should the College elect to add or delete a facility to this contract.
2. **Contractor Qualification Requirements** -- Contractor shall submit a complete pre-qualification package to the College that addresses all contractor qualification requirements. The pre – qualification package shall be due to the College on or before December 4th, 2023 at 4:00 PM. Pre-qualification packages shall be either mailed or hand delivered to the FTCC Purchasing Department located in Bldg J, 6220 East Texas Street, Bossier City, LA 71111. Fax or electronic submissions will not be considered for award. The pre–qualification package must address all requirements listed below:
 - a. Contractor shall be licensed and certified as required by the State of Louisiana, and all other applicable agencies. Please provide proof of license, registration, and / or certification in your pre-qualification package.
 - b. Contractor shall not subcontract any portion of this contract. All work is to be performed directly by the

contractor responding to this bid. Please provide a statement in the pre – qualification package acknowledging that no work shall be subcontracted.

- c. Contractor’s employees must be properly trained in the latest custodial services practices and techniques. Contractor shall provide proof of training for each employee and copies of training certificates that may be applicable. Contractor shall provide documentation that all contract employees have received all required OSHA safety training, including training on Bloodborne Pathogens. Contractor shall also provide a resume’ / biographical sketch for the employees and supervisor(s) that will be responsible for the FTCC account.
 - d. Contractor shall currently have a minimum of five (5) large institutional, governmental, and / or college accounts (equal to or greater than 75,000 square feet) located within three hundred sixty (360) miles of the Schriever, LA area. Please provide a sheet detailing each account and provide contact information that includes telephone and fax numbers for each reference for each account. The College may contact these references to verify the quality of each firm’s efforts and to ensure that they are in good standing with their clients.
 - e. Contractor shall be in good financial standing and must have operated a custodial services business for at least five consecutive years. Please provide a brief financial summary for the last five years. Also provide the size of your company, number of employees in the Schriever, LA market, number of service vehicles, and information regarding your local facilities and equipment.
 - f. Contractor must be able to respond to emergency calls within a two (2) hour period, after normal business hours, with a sufficiently sized crew to address each emergency. During normal business hours, when contract personnel are scheduled to be on campus, the contractor shall respond within ten (10) minutes of receiving notification of the emergency from the College. Please outline your firm’s procedures for notification and responding to the College in a timely manner.
 - g. Contractor’s employees shall maintain a neat, clean, and professional appearance at all times. Contractor’s employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times. Please describe in your pre-qualification package how your firm will address this requirement.
 - h. Contractor shall provide a detailed list of cleaning equipment that will be used to complete the scope of this contract. The College expects that the contractor will use high quality, professional cleaning equipment. The contractor is responsible for supplying all necessary equipment, tools, etc. to complete the scope of work. Please include with your equipment list a list of service vehicles that would be used for the FTCC contract. On the list of cleaning equipment, please include, type, product name, manufacturer, model number, type of electrical power required, noise level (db rating), etc. FTCC reserves the right to require the contractor to remove any equipment that the College deems improper due to poor performance, environmental factors (noise levels, fumes, etc.), improper type / design, etc. The contractor shall work in cooperation with the College to ensure that all equipment used to complete the scope of work is acceptable to both parties.
 - i. Contractor shall be required to adhere to the College’s tobacco use policy. Please provide a statement in the pre – qualification package acknowledging this policy.
 - j. Contractor shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid documents.
3. **Mandatory Pre – Bid Meeting** – contractors planning to submit a bid **MUST** attend the mandatory pre-bid meeting throughout its entirety.
 4. **Mandatory Site Visit** -- contractors planning to submit a bid **MUST** personally visit each facility prior to submitting a bid. Contractor shall be responsible for familiarizing themselves with existing conditions. Contractor is also responsible for verifying all dimensions, square footages, sizes, etc. Contractors must verify all existing conditions. **MANDATORY** site visits may be conducted on the day of the **MANDATORY** pre-bid meeting.

5. **Inquiry Period** – all inquiries, requests for information, requests for clarification, etc. shall be made in writing to the FTCC purchasing department. Inquiries may be faxed or emailed. Email inquiries shall be sent to the Purchasing Director at gducet@fletcher.edu. Inquiries will be accepted for a one week period following the mandatory pre – bid meeting. All inquiries are due to the College by 12:00 PM, CST on December 20, 2023. Any inquiry submitted after this time will not be responded to.

The College purchasing office will issue an addendum to address any and all inquiries, if required. This will be the only official and binding response to any inquiry.

6. **Scope of Services** – contractor shall provide complete custodial services for all College facilities included in the contract. Fletcher Technical Community College reserves the right to add or delete a facility. Additionally the College may use the contractor to supply general labor on an as needed basis for facilities owned, leased, or rented by the College. In these cases the contractor shall charge the College the hourly labor rate for work outside of the normal scope of work. See the detailed scope of services required for more detailed information.
7. **Contractor Personnel** – contractor shall provide a sufficient amount of adequately trained staff to perform all required custodial services in a timely manner.
- a. **Supervision** – the contractor shall provide at least one (1) full time custodial supervisor assigned to the FTCC residential facilities account. The supervisor can be a “working” supervisor who may normally complete a portion of the custodial services. The supervisor shall be present at all times when any contractor personnel are working at FTCC. The contractor shall designate three other employees who may fill in for the supervisor if the supervisor is absent for any reason. The College shall be notified by telephone and email as soon as possible if the normal supervisor will be absent. This notification shall be made no later than one hour after the normal work day schedule begins. The contractor shall provide complete contact information for the two supervisors and the four personnel designated as “back up” supervisors. The contractor shall provide the supervisor with a mobile cellular phone and shall provide the College with the phone number for the cellular phone so that the College can reach the supervisor at any time.
 - b. **Background Checks** – the contractor shall perform a full background check for every employee assigned to the FTCC account prior to that employee beginning work at FTCC. The background check shall include a check of criminal, felony, and misdemeanor history. Employees shall also be checked against the sex offender registry. A report and complete copy of the background check shall be submitted to FTCC prior to that employee beginning work. All contractor employees shall be required to sign a disclosure stating that they are not on the Sex Offender Registry. FTCC shall review each background check and reserves the right to either approve or deny the employment of each employee based on the results of the background check.
 - c. **Drug & Alcohol Testing** – contractor shall require employees to submit to a standard drug and alcohol test upon initial employment, and also at a later date if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The College may request that the contractor perform a standard drug and alcohol test on any of the contractor’s employees. Additionally the contractor must perform a drug and alcohol test following any workplace incident / accident on FTCC property within two (2) hours of the incident / accident. Anyone who tests positive for drugs and / or alcohol shall no longer be allowed to work at FTCC.
 - d. **Contractor’s employees shall maintain a neat, clean, and professional appearance at all times. Contractor’s employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times. The College reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the College requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.**
 - e. **The College reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the College deems it to be in the College's best interest.**
 - f. **The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the Purchasing Director**

of that replacement.

- g. Contractor's employees will not be able to use common areas of any College facility for breaks, lunch, etc. Contractor shall be allowed to use the common restrooms in these facilities.
- h. Contractor's employees shall adhere to the College's tobacco use policy.

8. Schedule of Services and Specific Facility Requirements –

- a. Emergency Call Out (After Hours) – contractor shall provide full contact information for the supervisor assigned to the FTCC account. The supervisor shall be available and able to be reached by phone at all times. If the supervisor will not be able to be reached then another employee shall be designated and their contact information provided to FTCC. Contractor shall respond on site to any emergency call out within two (2) hours of receiving the telephone call.
- b. Emergency Call Out (During Normal Business Hours) – contractor shall provide full contact information for the supervisor assigned to the FTCC account. The supervisor shall be available and able to be reached by phone at all times. If the supervisor will not be able to be reached then another employee shall be designated and their contact information provided to FTCC. Contractor shall respond on site to any emergency call out within ten (10) minutes of receiving the telephone call.

9. Security

- a. The contractor shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios, computers, or office equipment, or tamper with personal property.
- b. All interior doors and exterior entrance doors shall be closed, checked and locked before leaving the building each day. Should contractor employees leave doors open/unlocked as required, contractor shall be responsible for expenses incurred by FTCC to secure the doors and for anything stolen or damaged.
- c. The contractor shall report, in writing, within four (4) hours, to the College anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc. Additionally the contractor shall verbally report all of the above items to the College housing office immediately in person or by telephone upon discovery of anything out of the ordinary.
- d. The College shall not be responsible for securing any property of the contractor. The College may allow the contractor to store tools, equipment, materials, supplies, etc. on site at College facilities, however, the College in no way warrants the security of any of this property. The contractor shall be responsible for security of their property.

FLETCHER TECHNICAL COMMUNITY COLLEGE
SPECIFICATIONS
Detailed Scope of Services Required

1. General Conditions

- a. All work performed by the contractor shall be performed in accordance with all applicable laws, rules, regulations, etc. Any needed permits, licenses, etc. are the responsibility of the contractor.
- b. Contractor shall provide all needed tools and equipment to perform all custodial services. The tools and equipment provided shall be maintained in optimum condition at all times. Backup tools and equipment shall be available in the event the normally assigned equipment needs to be serviced. Specifically the tools and equipment provided shall include but not be limited to the following: all brooms, mops, dusters, vacuum cleaners, burnishers, squeegees, towels / rags, carts, brushes, ladders, stools, mop buckets, etc.
- c. The College may allow the contractor to store tools, equipment, and materials on site at FTCC facilities in designated custodial storage areas. The College reserves the right to change these designated areas as needed and additionally the College is not required to provide these storage areas. The contractor shall be required to keep all custodial storage designated areas in a neat / orderly manner. The contractor shall be required to provide insurance coverage for all equipment stored on site at College. The contractor assumes all risk with storing tools, equipment, and materials on site at FTCC facilities. FTCC shall not be responsible for theft, damage, or other harm to any property of the contractor.

2. Cleaning Tasks / Frequency / Schedule:

a. Daily Cleaning Tasks

Contractor shall perform custodial services to clean all areas of the facilities on a daily basis, five days per week. All daily tasks shall be performed at a minimum, once per day. The College expects the contractor to maintain cleanliness throughout all facilities for the entire day. This shall require that the contractor inspect each building multiple times per day. After the daily cleaning tasks have been completed in each building, it will be necessary for the contractor to spot clean areas as needed to maintain cleanliness throughout the day. The contractor shall provide enough skilled staff to inspect and spot clean all areas as needed once the initial daily cleaning is completed.

i. Floors:

1. All hard surface floors shall be swept, dust mopped, and wet mopped as needed. All visible dust, spillage, stains, streaking, etc. must be removed.
2. Not less than once weekly all hard surface floors shall be high speed burnished, with a commercial burnishing machine. Contractor shall follow floor manufacturer specifications for floor care.
3. All carpet shall be vacuumed with commercial vacuuming equipment.
4. All stairs and stairwells shall be swept and/or vacuumed. This includes all areas under the stairs, landings, etc.
5. All spillage shall be removed from hard surface areas and wet mopped, or from carpet and vacuumed as required. It should be noted that if a spill occurs after the once daily cleaning is performed, the contractor shall be required to report back and clean the spill for no additional charge. During normal business hours the contractor shall report on site to the area of the spill and begin cleaning the spill within 15 minutes of being notified of the spill by FTCC. For the purposes of this contract a spill or spillage includes but is not limited to: spilled food or drink, vomit, bodily fluids, etc.

6. All exterior concrete, asphalt, and / or hard surface areas that are connected and part of the facility shall be cleaned and swept. This does include the hard surfaced portions of the main building parking lots for each building.
 7. All entrance door mats shall be swept and/or vacuumed.
 8. All areas swept, dust mopped, wet mopped or vacuumed shall be left clean and free of noticeable dust and debris.
 9. All floor molding / wall / kickboards shall be wiped down when dusty and especially after waxing
- ii. Restrooms (Shall require multiple cleanings each day)
1. Floors shall be wet mopped with a disinfectant.
 2. Toilets shall be cleaned and disinfected with an approved bowl cleaner.
 3. Lavatories shall be cleaned, sanitized and rinsed thoroughly.
 4. Shelves and lavatory counters shall be cleaned and sanitized.
 5. Mirrors shall be cleaned.
 6. Fittings and supply pipes shall be cleaned.
 7. Stall partitions, doors and tile walls shall be cleaned and sanitized. Any graffiti shall be removed immediately.
 8. Fill all paper towel, napkin, and soap dispensers.
 9. Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.
- iii. Waste Receptacles (Waste Baskets / Garbage Cans) -- shall be serviced multiple times during the day to ensure they always have adequate room.
1. Waste receptacles shall be emptied and resulting debris placed in designated dumpsters. This includes all receptacles inside of each facility as well as all receptacles located on the outside grounds of each facility. The custodian shall exercise extreme care in placing trash in bins and dumpsters in order not to have trash spill from the bins and / or dumpsters. The custodian shall not place trash in bins that are full. Contractor shall not place bagged trash on the ground around the trash bin/receptacle.
 2. The contractor shall be responsible for keeping the dumpster / trash bin area completely clean. This area shall be swept clean daily and all loose trash shall be bagged and placed in the dumpster.
 3. The contractor shall promptly pick up all loose trash and debris immediately and properly dispose of this material.
 4. Waste receptacles shall be sanitized and deodorized as necessary.
 5. New waste receptacle liners and / or garbage bags shall be used to ensure proper sanitation of each waste receptacle.

6. Recycling receptacles shall be emptied and resulting debris placed in designated areas. The custodian shall exercise extreme care in placing recycling materials in bins in order not to have spillage nor overflow from the bins. The custodian shall not place recyclables in bins that are full.
7. Recycling bins shall be sanitized and deodorized as necessary.

iv. Dusting

1. All chairs, desks, filing cabinets, book cases, counters, tables, shelves, office furniture, etc. shall be cleaned, dusted and/or polished.
2. All window sills, ledges, moldings, picture frames, etc. in eyesight, at eye level or within arm's reach shall be dusted. (typically all items lower than seven feet high from the finished floor surface).
3. Specified office machines, office equipment, coolers, microwaves, vending machines, laundry washers / dryers, and freezers shall be cleaned and dusted.

v. Glass

1. All glass windows, doors, and other glass surfaces shall be cleaned and all postings shall be removed from designated non-posting areas. This includes the exterior side of windows, doors, and other glass surfaces.

vi. Miscellaneous

1. Drinking fountains shall be cleaned and sanitized.
2. Hallway, lobby and office walls shall be cleaned as required. (wiped down to remove all scuff marks, streaks, stains, and smudges).
3. Hand marks shall be removed from painted surfaces as required.
4. Straighten all chairs, sofas, tables and other furniture in an orderly fashion. Vacuum all debris from fabric based furniture. Dust all hard surface furniture.
5. Unlock exterior entrance doors and interior public areas each morning as designated.
6. Sweep surrounding building sidewalks, exterior corridors, and covered walkways of all debris and dispose of in appropriate receptacles accordingly; this includes sidewalks adjacent to buildings. All trash and debris between the building and sidewalk, in the main building parking lot, and around the perimeter of the building shall be picked up.
7. Immediately remove graffiti from interior and/or exterior of building
8. Do not re-use dirty water for any function.
9. Wipe down all stainless surfaces in all elevators, restrooms, drinking fountains, etc. with an approved stainless steel cleaner.
10. Waste receptacles shall be cleaned, sanitized, and rinsed thoroughly.
11. Appropriate safety signage shall be in place while mopping, waxing, stripping floors, or during wet weather.

b. Weekly Cleaning Tasks

Contractor shall perform custodial services to accomplish the following tasks, at least once per week for all common areas of the facilities:

- i. All hard surface floors shall be wet mopped with a neutral pH cleaner. This specifically includes all concrete floors located in corridors.
- ii. All hard surfaced areas shall be high speed burnished according to the floor manufacturer's care specifications. Additional floor finish shall be applied as needed to maintain finish depth.
- iii. Stairs and stairwells shall be wet mopped with a neutral pH cleaner. This includes entrances, landings, and areas underneath the stairwell.
- iv. All carpet shall have an approved granular or powder carpet fresh applied and vacuumed.
- v. All ceramic tile floors shall have grout scrubbed with an appropriate scrubber / vacuum system.
- vi. Wipe-down and properly clean all exterior furnishings.
- vii. Dust and damp clean all interior wall surfaces.
- viii. Dust all window sills, ledges, moldings, picture frames, etc. above and beyond eyesight, eye level or arm's reach. (typically items that are higher than seven feet from the finished floor surface).
- ix. Vacuum all heat and air vents of dust.
- x. Vacuum all window blinds, window coverings, and window treatments of dust.
- xi. Check all cloth furniture for excessive soiling and stains. Clean and fabric protect material as needed to maintain overall appearance.
- xii. Areas of flooring requiring additional coats of wax shall be applied.

3. Pricing

Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment (vacuums, burnishers, floor cleaning machines, etc.), tools, materials (mops, brooms, brushes, dusters, etc.), insurance, permitting, taxes, shipping, etc. The College is requesting several different combinations of pricing below. The College reserves the right to award any of the options listed below.

- a. Monthly lump sum for each campus location.
- b. Contractor shall submit a price per square foot for stripping and waxing (four coats) for hard surface flooring. This price shall include all necessary labor, materials, equipment, and supplies. For bid tabulation purposes the College will use an estimated quantity of 50,000 square feet
- c. Contractor shall submit a price per square foot for carpet extraction/bonnet cleaning which includes all necessary labor, materials, equipment, and supplies. For bid tabulation purposes the College will use an estimated quantity of 60,000 square feet.
- d. Contractor shall submit a price for an hourly rate for any additional service not covered in this contract. The hourly rate shall be the same rate regardless of the time the additional service is required (same rate whether normal schedule, weekend, holiday, night, etc.). For bid tabulation purposes the College will assume that 500 additional hours of contract labor will be required on an annual basis. Contractor shall also provide a rate sheet for standard materials, chemicals, and supplies that may be used for additional services. The College may have needs for other additional services throughout the contract period. The College may request the contractor to provide general labor at other College facilities using this hourly contract rate. The general labor services that the College may ask the contractor to provide general labor include, but are limited to: cleaning, moving furniture / files / office equipment, assisting with setups for various events, power washing the outside of the buildings, other miscellaneous tasks, etc.

4. Invoicing / Payment

- a. Contractor shall submit a monthly invoice for services rendered in the previous month. The invoice shall be submitted no later than the 10th day of the month. The contractor shall include all monthly written reports with the invoice.
- b. The College shall review monthly invoices and shall process for payment. Terms shall be Net 30 days.

5. Contract Dates / Term

- a. This contract shall be from the date of award through June 30, 2027.
- b. Based on mutual agreement this contract may be extended for two additional 12-month periods with the same terms and conditions. In such case the total contract term cannot exceed 60 months.

PROPOSAL

For contractual agreement as specified to perform Custodial Services at Fletcher Technical Community College, I/We do bid the following:

- 1. Monthly lump sum price for FTCC Main Building \$ _____
- 2. Monthly lump sum price for FTCC IPT Building \$ _____
- 3. Monthly lump sum price for Thibodaux Campus \$ _____
- 4. Monthly lump sum price for Dickson Road Campus \$ _____
- 5. Price/square foot for stripping/waxing \$ _____
- 6. Price/square foot for carpet extraction \$ _____
- 7. Hourly labor rate for additional services \$ _____

Hours will be negotiated with the awarded vendor. Below are suggested times for the Main Campus & IPT Building locations:

FTCC Main Campus & IPT Building– Monday – Thursday – 1 porter – 5:00 am – 1:00 pm, 1 porter – 1:00 pm – 9:00 pm

FTCC Main Campus & IPT Building – Friday - 1 porter for each building – hours negotiable

Dickson Road and Thibodaux – number of porters and hours will be negotiated with the awarded contractor

For contractual agreement as specified including chemicals to perform Custodial Services at Fletcher Technical Community College, I/We do bid the following:

- 1. Monthly lump sum price for FTCC Main Building \$ _____
- 2. Monthly lump sum price for FTCC IPT Building \$ _____
- 3. Monthly lump sum price for Thibodaux Campus \$ _____
- 4. Monthly lump sum price for Dickson Road Campus \$ _____
- 5. Price/square foot for stripping/waxing \$ _____
- 6. Price/square foot for carpet extraction \$ _____
- 7. Hourly labor rate for additional services \$ _____

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

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

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. 40004-23023 for **FLETCHER TECHNICAL COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of Contract: Custodial Services

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

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

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

https://smallbiz.louisianaforward.com/index_2.asp.

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

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

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

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

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

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

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors. If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

FLETCHER TECHNICAL COMMUNITY COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: Provide Custodial Services as per attached Specifications and Requirements and bid response form.

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

No. _____ Dated _____ No. _____ Dated _____

To The Vendor:

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

Taxes: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The College is currently exempt from state sales and use tax.

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

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

TITLE: _____ DATE: _____

******SAMPLE CONTRACT******

Fletcher Technical Community College
Schriever,
Louisiana

This Agreement, made and executed, on this__ day of the month_____in the year of our Lord, two thousand and twenty-two, by and through_____, Fletcher Technical Community College, the Party of the First Part, and hereinafter designated as "College" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the College, project entitled _____in strict accordance with the Specifications which are on file in the Purchasing Department at Fletcher Technical Community College. The bid on this project, numbered was opened on_____, at _____. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$_____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the College agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

Performance will begin _____.

Fletcher Technical Community College _____

BY: _____

TITLE: Purchasing Director _____

BY: _____

TITLE: _____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The College requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the College to contact the above named person or otherwise verify the information provided. By its submission of this ITB and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in the ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal of \$25,000 or more, that their company, any subcontractors, or principles 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).

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in BLUE ink)

Date: _____