

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

Invitation to Bid

Bid Name:

**Term Contract No: 40006-227
Window Washing**

Due by & to be opened on:

June 3, 2024 at 2:00PM CST

Contact Person:

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

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

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

I. GENERAL INFORMATION

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

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70119
Email: purchasingdept@dcc.edu
Fax: (504) 762-3089

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

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

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

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

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

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

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

II. INSTRUCTIONS & REQUIREMENTS FOR BIDDERS

Delgado Community College is seeking bids to provide window washing, on an as needed basis, for multiple buildings on the following Campuses:

City Park Campus 615 City Park Ave New Orleans, LA 70119	West Bank Campus 2600 General Meyer Ave New Orleans, LA 70114	River City Campus 709 Churchill Parkway Avondale, LA 70094
Marine Fire School 13200 Old Gentilly Road New Orleans, LA 70129	Sidney Collier Campus 3727 Louisa Street New Orleans, LA 70126	

- Additional locations may be added to the contract.

QUALIFICATIONS

Vendors/Contractors Bidding this contract shall have at least five (5) years of experience in the relevant to the services requested, have performed services for institutional/commercial facilities of a similar size and scope. Bidder must complete **Attachment B, References Form** and submit it with their bid. Bids received without this information will automatically be disqualified. Vendor must follow any and all licensing requirements as it pertains to this work.

PRE-BID/JOBSITE VISIT:

A **non-mandatory pre-bid jobsite visit** is scheduled on **Friday, May 17, 2024 at 10:00AM CST** at the City Park Campus. Bidders are to meet in the front of Building 10 at Delgado Community College’s City Park Campus located at 615 City Park Avenue, New Orleans, LA 70119. Provisions of site inspection are included. Although not required, it is strongly recommended that bidders attend the jobsite visit to ascertain the scope of the work to be performed.

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

ADDENDA:

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Information, and will be answered via an Addendum. All questions must be submitted no later than **Wednesday, May 22, 2024 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 in the space provided on the Bid Form. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

Bid Documents and Addenda may be downloaded from

<https://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 (if applicable) 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 visited the site, read and understands the Bidding Documents and his bid is made in accordance therewith.

The Bidder is advised to carefully consider all College physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the College except as expressly permitted by the College in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

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

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

INSURANCE:

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

The successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate is received.

END OF SECTION II

III. TERMS AND CONDITIONS

GENERAL TERMS & CONDITIONS:

- A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.
- Bid openings are subject to any in place Executive Order or Revised Statute or College Policy as it pertains to the safety of its students, faculty & staff..
- No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
- Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.
- Delgado Community College reserves the right to reject any and all bids and to waive any informality.
- It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid. Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.
- All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be included in the unit price. The College will not be responsible for freight charges not clearly stated as a part of this bid.
- The College reserves the right to award the above items separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.
- The College shall have the right to reject any or all bids not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.
- The Bid will be awarded on the basis of the lowest total cost as determined by the College.
- List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

- Bidder must have a current business license to perform the work as outlined in the specifications. If using subcontractors, the Bidder shall be responsible for determining that all of his prospective subcontractors are duly licensed in accordance with law.
- Bidder must be able to provide a project timeline if requested by Delgado Community College
- If item(s) or services bid do not fully comply with specifications, including brand and/or product number or work, bidder must state in what respect the item(s)/services or work deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.

CONTRACT TERM & AGREEMENT:

The term of the agreement will begin on July 1, 2024 and run through June 30, 2025 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 notify the Vendor/Contractor and the prices charged will be at the same rates, terms and conditions as stated on the Vendor/Contractor's submitted Bid.

PAYMENTS:

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

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

All invoices should be submitted to the College's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing office. Invoices must be accompanied by a service ticket(s) or reference the service ticket(s) if the ticket(s) was already

submitted to Facilities & Planning. The service ticket must reference who requested the work, why the work was needed, and what work was performed. Lump sum invoices will not be processed. All work must be itemized and include a breakdown per the unit pricing and material markup, if applicable, per the bid. Invoices must be submitted no more than (15) days from the completion of the job.

INSURANCE:

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

TERMINATION OF AGREEMENT:

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

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of DCC to comply with the terms and conditions of this agreement, provided that the Contractor shall give DCC written notice specifying the DCC’s failure and a reasonable opportunity for DCC to cure the defect.

- **Termination for non-appropriation of funds** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily. If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Contractor shall perform all work satisfactorily as contracted until the determined termination date
- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:
The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.
- **Implementation of Termination** - The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work. In the event of termination or reduction in the scope of work by the College, the College shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work. Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING

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

Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes in preparing their Bid.

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 insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

SUBCONTRACTORS:

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

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

SUBSTITUTIONS AND EQUIVALENTS:

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

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

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

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved. If the College approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

MATERIALS: Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications for material purchase are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item.

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

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

END OF SECTION III

IV. INSURANCE REQUIREMENTS FOR VENDORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and employer, whether pursuant to the Louisiana Workers Compensation Act, or otherwise under any

circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

END OF SECTION V

V. TECHNICAL REQUIREMENTS & SPECIFICATIONS

SCOPE OF WORK

The Contractor will be required to furnish all necessary labor, equipment, tools and materials for cleaning all windows, glass doors on Delgado's various campuses. Washing shall be both inside and outside and shall be left clean. Glass is clean when all window surfaces are without streaks, film, deposits and stain and have a uniform bright appearance. Windows shall be cleaned in such a manner as to cause a minimum amount of inconvenience and/or disturbance to building occupants. Work shall be subject to inspection and approval of the College Representative or his designated agents.

Glass washing shall be done with clean water and necessary equipment to remove all dirt, grease or stains, and shall be left dry. The use of ammonia or other cleaning agents shall be allowed in solution with the water, but only such materials will be allowed that are not injurious to painted, varnished or building surfaces. All work shall be done in a workmanlike manner. Premises in the vicinity of the work shall be left clean. Vendor is to clean excess cleaning solution off window ledge and sills. When washing has begun on a building, the Contractor shall finish all glass in the building with no absences from the job unless due to weather. All exterior aluminum surrounding windows and structural glass in curtain walls shall be cleaned with an approved solution, necessary to remove all dirt, grease or stains, that is not injurious to the finish, and an approved sealed applied.

For all jobs, a written estimate shall be provided by the contractor for each project to the College Representative before work begins. The written estimate shall include the square footage and must match rates as bid in response to these Specifications. The College Representative will approve this written estimate in writing, by fax or email, before the work begins.

CONTRACTOR QUALIFICATIONS

The Contractor shall be licensed as required and required to have at least (5) five years of appropriate experience in the relevant field as it pertains to the specified work. The contractor shall also provide trained workers and a qualified job superintendent where warranted.

The contractor shall perform all services in a professional manner and comply with all mandatory College and State regulations.

EQUIPMENT & MATERIALS

The contractor shall provide all necessary equipment for the work set forth in this solicitation. This equipment includes but is not limited to:

- Trained applicators
- Approved primers as listed above
- Appropriate hoses
- Safety Harnesses & Equipment
- Boom Lifts - Operators of this equipment shall be trained and certified by a recognized safety organization.

The College will provide connectivity to a water source; however, it is the responsibility of the Contractor to ensure that appropriate equipment is provided to be able to reach all requested work areas.

The Contractor shall be expected to use caution to avoid damage to utilities (underground and above), sidewalks and landscaping, irrigation heads, etc. Damage due to negligence on behalf of the contractor will be at the expense of the contractor.

LOCATIONS AND LIST OF BUILDINGS

City Park Campus 615 City Park Avenue, New Orleans, LA 70119 (23 Buildings/Structures)

Building 1 - Isaac Delgado Hall	Building 12 - Central Utilities
Building 1A - Fitness Center	Building 14 – Nursing School
Building 1B - Campus Police	Building 22 - Technology Building
Building 2 - Student Services	Building 23 - Student Life Center
Building 3 – Bookstore	Building 37 - O'Keefe Admin Building
Building 4 - Weiss Rehab Center	Building 38 - Harry Batt Building
Building 5- Georgusis Center for Children	Building 39 - A&B
Building 6 - Giles Martin Hall	Building 40 - Automotive Technology Lab
Building 7 – Learning Resource Center (Library)	Building 41 - Adam Haydel Automotive Lab
Building 8 – Workforce Development	Building 42-43-Maintenance Buildings
Building 8 - Workforce Development	Baseball Field - Kirsch Rooney Baseball Stadium
Building 9 - New Workforce Development	
Building 10 - Francis Cook Building	
Building 11 - Michael Williamson Center	

West Bank Campus 2600 General Meyer Ave, New Orleans LA 70114 (5 Buildings)

- Building 1 - Classroom -
- Building 2 - Office/Vocational Training
- Building 3 - LaRocca Hall
- Building 4 - Classroom
- Building 5 - Student Life Center
- Building 6 – Advanced Tech Center

Schiro Marine Fire Training Facility, 13200 Old Gentilly Road, New Orleans, LA 70129

- Single Multi-floor Building

Sidney N Collier Campus, 3727 Louisa Street, New Orleans, LA 70126 (2 Buildings)

- Building A
- Building B

River City Campus, 709 Churchill Parkway, Avondale, LA 70094 (2 Buildings)

- Building A
- Building B

TECHNICAL SPECIFICATIONS

A. DESCRIPTION OF THE WORK

Provide the necessary materials, labor, equipment and supervision necessary and reasonably incidental to washing and cleaning of windows at Delgado Community College.

B. RELATED WORK SPECIFIED ELSEWHERE

GENERAL CONDITION.....SECTION 01000

C. WORK INCLUDED

1. Contractor Supplies and Equipment: Contractor must furnish all equipment and supplies needed to carry out the window washing services specified at no extra cost to the College. All equipment and supplies used must be capable of performing all operations in accordance with specifications.

1.02 SUBMITTALS

- A. N/A.

1.03 JOB CONDITIONS

A. WEATHER

Proceed with the work only when existing and forecast conditions will permit work to be performed.

B. WINDOW HEIGHT

Window frames located on the third (top floor) of Delgado Hall are approximately 50 feet in height. The Nursing Building windows are approximately 65 feet in height. Use of a snorkel, boom, hydraulic lift or pre-approved scaffolding system is required.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Contractors using pressure washers should not use water pressures that exceed 1500psi.
- B. Only "fan tip" nozzles are allowed in association with the use of pressure washers.
- C. Assemble equipment which is dependable and adequate for providing a clear water up to a maximum of 1500 psi pressure wash of exterior windows.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Windows shall be washed clean and free of steaks, smears and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be scraped from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials so as to be considered clean by the building representative. Windowsills shall be washed clean and all drippings wiped dry.
- B. During window washing, all shrubbery and plantings must be adequately covered so as to protect them from over spray and abuse. The College will be advised in advance to remove ivy and other similar vines attached to the building, but if present at the start of work, they should be trimmed back by the contractor. Replacement of any items damaged by over spray and pressure-washing or window cleaning will be the responsibility of the contractor to replace.
- D. All windows should be with a plant-friendly mixture similar to 1 cup TSP, 1gallon NON-Chlorine bleach (pool chlorine is, Clorox is not), and 1gallon water, or other approved mildew-cide cleanser, sufficient to kill visible and un-seen mildew (water-only wash is not acceptable). Clear water may be used to rinse. Clorox with TSP mixtures are approved as long as the contractor accepts responsibility to thoroughly rinse all scrubs and plantings, exposed and to accept liability for chlorine damage to those items. Soap or neutral cleaner may be used. Only those products with a Ph of between 5.5 and 8.0 may be used in window cleaning solutions.
- E. Inside Work: If any items are moved away from windows by window washers they shall be returned to original location. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before returning items to their original locations. Workers shall carry stepladders with them for washing inside of windows. Workers shall not stand on furniture or windowsills. Workers will give occupants every opportunity to clear window areas prior to washing.
- F. Damage: Any damage to windows, building, occupant's furniture, equipment or occupant work papers shall be reported immediately to a building superintendent. Contractor shall notify building superintendent of any existing deterioration in windowsills or frames.

3.02 SCHEDULES

- A. Schedule for performance of work is bi-annual. Washing Times: Windows are to be washed twice a year, cleaned in April/May and September/October or as decided upon by the College. Coordinate washing times with the building contact person. Additional cleaning outside of the bi-annual services may be required.

3.03 SAFETY

- A. Equipment and Supplies Safety: Prior to start of work, all Contractor equipment shall be safety checked to conform to all applicable State and OSHA regulations. The College reserves the right to request the removal from the work site any supplies and/or equipment it deems does not meet the aforementioned codes or regulations. In addition, it may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the wash schedule.
- B. Safety for Overhead Work: Window washers shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs should indicate that men are working above. All equipment, apparatus or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide safety cone and signs.

CONTRACT TIME

Contract Time: Will begin July 1, 2024 through June 30th, 2025 with the option to renew for two (2) consecutive twelve (12) month periods if mutually agreeable. Under no circumstances may the complete contract term exceed (36) thirty-six months.

NON-MANDATORY SITE INVESTIGATION

It is recommended that prospective bidders visit the site to make measurements, review existing conditions, and if required, review the Building Plans on file in the Facility Services Office if the prospect warrants same.

Opportunity for the site visit and inspection is provided in Section III "INSTRUCTIONS & REQUIREMENTS FOR BIDDERS.

PROJECT MEETINGS

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

COORDINATION

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

SUPERVISION

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

CLEANUP

Upon the completion of any work, Vendor is to clean up and remove of all of their tools and equipment leaving the work area clean and litter free.

QUALITY ASSURANCE

Any work performed that is not up to the standards as outlined in the specification shall be corrected at no additional expense to the College. Corrections or incomplete work must be rectified within twenty-four (24) hours of notification

TRAFFIC CONTROL

is the policy of Delgado Community College to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to ensure that their staff is made aware of this commitment. When parking on the campus of this College, it shall be the responsibility of the contractor, vendor or servicing agency to ensure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor, shall assume the responsibility for the safe transit of all disabled persons.

PROTECTION

Protect adjacent buildings and building elements from damage during the service work. Protect the site, including trees, shrubs, vegetation and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

SAFETY

Provide sufficient signs and/or barricades to identify the work site.

TEMPORARY UTILITIES

The Contractor may use reasonable amounts of the utility services available to the site at no charge from the College. The College will not provide utility service beyond that existing.

TEMPORARY SANITARY FACILITIES

Existing facilities in the building may be used by Vendor personnel during work.

PRICING MODEL

In order to determine the lowest responsive, responsible bidder, bids will be tabulated based on the below model and awarded to the Bidder with the lowest overall total.

Example: Exterior Window Washing for Windows up to 10’ High
Straight Time Price per Square Foot
Price Bid: \$10 per SF
Weight: 18%
\$10 x 18% = 0.25

Interior/Exterior Washing Up to 10’ High				
Item No.	Description	Straight Time	Overtime	Holiday
1	Window Cleaning	28%	3%	2%

Interior/Exterior Washing up 11’ to 20’ High				
Item No.	Description	Straight Time	Overtime	Holiday
2	Window Cleaning	33%	3%	2%

Interior/Exterior Washing up 21’ to 65’ High				
Item No.	Description	Straight Time	Overtime	Holiday
3	Window Cleaning	24%	3%	2%

VI. BID FORM

Service Contract No: 40006-227 Window Washing

Provide the materials, equipment, tools, labor and supervision necessary for the completion of window cleaning various Delgado Campuses on an as needed basis. Submit bids in accordance with the unit price schedule set forth in the Proposal Form.

The College estimates the annual volume of work to be approximately **\$60,000**. This is only an estimate and no specific quantity of work is guaranteed. Projects will be assigned to the vendor as the need arises. There is no minimum quantity of work that can be requested at one time. Bidder must enter a price for all categories or bid will be disqualified.

Price is to be stated per square or linear foot for each category and is to include all labor, materials, supplies, disposal fees, supervision etc. to perform a complete job. Bids submitted in any other format will be rejected.

<u>MISCELLANEOUS EXTERIOR CLEANING & PRESSURE WASHING</u>				
NOTE: Provide a price per square foot to encompass the entire <u>cleaning</u> procedure for each tier				
Interior/Exterior Washing Up to 10' High				
Item No.	Description	Straight Time	Overtime	Holiday
1	Window Cleaning	\$_____sq. ft.	\$_____sq. ft.	\$_____sq. ft.
Interior/Exterior Washing up 11' to 20' High				
Item No.	Description	Straight Time	Overtime	Holiday
2	Window Cleaning	\$_____sq. ft.	\$_____sq. ft.	\$_____sq. ft.
Interior/Exterior Washing up 21' to 65' High				
Item No.	Description	Straight Time	Overtime	Holiday
3	Window Cleaning	\$_____sq. ft.	\$_____sq. ft.	\$_____sq. ft.

Note 1: OVERTIME RATE will be used for work done outside of the hours of 8:00am – 4:30pm Monday through Friday.

Note 2: HOLIDAY RATE will be used if work is done on any recognized State or Federal Holiday. The rate is allowable and does not depend if Delgado is open or closed on these recognized Holidays.

Note 3: Travel time is to be included in labor rates. Delgado does not pay any additional and/or separate travel time. Labor rates start when contractor is on site.

Note 4: Invoices submitted for payment must be broken out based upon the rates as established in the bid. Lump sum invoices are not acceptable.

Materials: Contractor is responsible to supply all necessary tools and for the transportation of personnel and equipment along with and cleaning materials required to complete any project.

All Addenda issued must be acknowledged below. If not acknowledged, your bid will be disqualified.

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***

ATTACHMENT A: INDEMNICATION AGREEMENT

_____ **{Contractor/Vendor/Lessee}** agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of

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

_____ **{Contractor/Vendor/Lessee}** as a result of any claims, demands, suits and/or causes of action except those claims, demands, suits and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. _____

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

Accepted by:

Company Name

Signature

Title

Date Accepted

Is certificate of insurance attached? _____ YES _____ NO

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

ATTACHMENT B: REFERENCE FORM

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

(Contract Administrator)	

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

(Contract Administrator)	

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

(Contract Administrator)	

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

END OF BID DOCUMENTS