

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

Invitation to Bid

**Bid Name:
40006-122
Lawn Care and Landscape Maintenance**

**To Be Opened On:
June 13, 2024 at 2:00PM**

**Contact Person:
Adrienne Harris
Assistant Director Purchasing
(504) 762-3028**

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

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

I. GENERAL INFORMATION

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

**Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70119-6222
Email: aharri@dcc.edu
Fax: (504) 762-3089**

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

2. Bids may be submitted by mail or in person. Bids will not be accepted via fax or by any other method. Mailed bids and hand carried bids shall go to the address in item #1. Do not leave hand carried bids at the front desk. If bids are delivered via an express mail carrier, the bid name shall be on the outside of the 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 can be viewed via the internet at www.epls.gov.)

II. BID FORM

40006-122

Lawn Care and Landscape Maintenance

SCOPE OF WORK:

THE SUCCESSFUL BIDDER SHALL PROVIDE LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR DELGADO COMMUNITY COLLEGE'S WEST BANK CAMPUS

Contractor to furnish all labor, tools, equipment, materials, transportation, supervision and permits, etc. necessary to provide landscape/grounds maintenance for Delgado Community College's West Bank Campus. The contractor will be solely responsible for the complete and satisfactory performance of grounds maintenance to include grass cutting, trimming grass, shrubs and trees, edging, weed control, fertilizing, landscaping and pest eradication described in this request for bids. The contractor will be providing "ALL" equipment for all services required, with contractor's personnel using the contractor's equipment under the contractor's supervision.

LOCATION:

1. 2600 General Meyer Avenue and 2440 Constellation Street New Orleans, LA. 70114,

BIDDER QUALIFICATIONS

References – Bidder will furnish with bid submittal a list of at least three (3) commercial accounts serviced in the last twelve (12) months in the New Orleans metropolitan area. All references should include the account's name, contact name for each business, contact phone number for each account, the type of work performed at each location, and dates of services provided to each business. These references MUST be included with the bid submission. Failure to include these references with the bid submission shall be cause for rejection of the bid.

MANDATORY SITE VISIT

All bidders must visit the jobsite in order to ascertain the true scope of the project and provide certification thereof with the bid packet.

REQUIRED INSURANCE

Contractor will be required to submit all licenses and permits required by the State and local agencies including, but not limited to, the Louisiana Commercial Herbicide and Pesticide Applicator's Certification with a class III Pesticide Certification, Louisiana Landscape Contractors' License, Louisiana State Horticulture and Arborist Service License, and Ground Owner Operator's License.

SERVICES TO BE PERFORMED DURING EACH SERVICE VISIT

Mowing/Edging/Blowing/Trash Removal – Excessive leaf accumulation to be removed from turf areas before mowing. Light leaf accumulation can be mulched into the turf. Maintain lawns in a neat and professional manner. The mowing height will be at 2 inches with the cutting schedule to remove 1/3 of the grass blade at mowing. Grass clippings that land on any cement or paved areas will be blown off, lawn edges and mulched areas are to be maintained free from build-up. Lift canopy of all trees to 8 ft. from ground. Clumps of dead grass must never be left on the lawn's **surface, in or around storm drains.**

Edge, Curbs & Sidewalks – All hard-paved surfaces will be power edged, utilizing a steel blade stick edger or walk behind edger. Walks and driveway edges will be left with a clean appearance, taking care that lawn edges are free from grass build up. All sidewalks will be edged, each visit.

Line Trimming – Trim all grass adjacent to buildings, live oak trees, fences, light poles, trash dumpsters, fenced areas, parking lot stalls, entrances doors, sidewalk post, exterior seating, cement planters, maintenance areas, bike racks, courtyards, etc. same height as lawn areas., each visit.

Trash and Debris Control – All trash, litter, organic and inorganic debris will be picked up and disposed of in a college provided 30-yard dumpster prior to any other maintenance activity beginning. All exterior trash cans or to be emptied by the contractor at each visit. Beds are to be visually inspected at every service and any trash/debris inside the bed area will need to be collected and disposed of in a college provided 30-yard dumpster. Litter detail will be done out to the hard surfaces surrounding building such as sidewalks and the edge of parking lots located closest to the buildings and extended out to the street or property boundaries. All debris on hard surfaces, parking lots and along curbs are to be collected and disposed of in a college provided dumpster. Contractor will call a college representative if excessive waste is encountered from events or other activities by Delgado Community College. Contractor will provide special event cleanup, if necessary. All leaves in the parking lots are to be removed each visit.

Re-establish and Maintain Bed Edge – At initial start- up service (re-establish), and subsequent services, maintain edged grass along bed line with edger. At subsequent mulch services, use bed edger to re-establish 3-4-inch groove along bed edge to maintain appropriate depth of mulch at edge. At scheduled service, adjust or add mulch as needed to maintain mulched area between turf edge and plant material in bed.

Re-establish and Maintain Tree Rings – Maintain edged grass along tree circle line with edger. At scheduled mulch services, use bed edger to re-establish 3-4-inch groove along tree edge and maintain appropriate depth of mulch at edge. At every service adjust or add mulch as needed to maintain mulched area between turf edge and tree mulch ring.

Blow Down Hard Surfaces – All sidewalks, walkways, courtyards, glass doors and patios are to be blown off as mowing/trimming is progressing to prevent clippings from being tracked into buildings. Also, prior to leaving the site after mowing and trimming is complete, a final blow down will be made of all hard surfaces.

Reporting - Submit a report of services to Delgado's designated personnel indicating all services provided that day and a listing of all pesticides and fertilizers applied and SDS for any products used.

Chemical Application –fertilization, Weed, Disease, & Insect (ant) Control – (ANT) - Use fire ant bait type, “extinguish” or “Amdros” or equal per label directions and apply when ants are foraging in April and October. Scout for ant mounds at every service and apply appropriate quick kill pesticide, “Talster” or “Bifenthrin” per label and smooth out mound. **(BED AND TREES LESS THAN 15FT.)** – Disease & insect control applications should use systemic, granular insecticide/fungicide per label directions at 2 determined services per year. Scout for disease and insects at each service and spot spray as needed to prevent further plant damage. **(Turf Pre-Emergent)** – Pre-emergent herbicide to be applied twice per year. Product to be applied at label rates for warm season turf grass. **(Turf post-Emergent)** – Four applications will be made with fertilizer applications. The preferred post-emergent herbicide to use is “3-way Herbicide for Southern Turf Grass”.

Bed Weed Control – Visually inspect all beds & hand-pull weeds larger/taller than 1 inch and adjust or add mulch to refresh area where pulling weeds disturbs the soil. Pull all weeds growing within shrub mass. Beds are to be maintained in a neat, weed-free condition at all times. Apply post-emerge herbicide as a spot spray treatment for weeds less than 1 inch, adjust or add mulch if necessary to cover ground if bare. Use glyphosate or equal being careful not to spray ornamental plants, grass, and colors. Chemical applications must include treatments for torpedo grass in beds, shrubs, plants and ornamental grass as needed

Sidewalks, Pavers, Plazas, and Patios, fenced areas (HVAC) Control Areas Weed Control Applications – Spray with systemic post-emergent and pre-emerge herbicides to control vegetation growth in cracks and crevices throughout the campus parking lots, sidewalks, around HVAC areas and around buildings.

Palm Tree Fertilization – Use John Deere Landscape/Lesco Palm Special formula or equal product per label directions.

Bed Fertilization – Use balanced slow release fertilizer and apply as label directs.

***Shrub, Rose, Tropical & Groundcover Trimming**

Trim Shrubs – Hedge or selective prune as designated by species or by intent of landscape design and as expected to maintain size and shape of shrub and trees under 15 feet. Additional maintenance pruning to enhance shape of selectively pruned species and to remove sucker/off shoot sprouts. One hard cut back or hedging of shrubs at appropriate time per species is required to re-claim or maintain appropriate size and shape of shrub, especially near windows.

Trim Roses - Prune per industry standards to remove dead and over grown canes and to promote new growth and buds.

Trim Tropicals - remove old plant growth after winter freeze damage or to rejuvenate tree prior to flush of new spring growth. Trim sporadic/fading vegetative growth and spent flowers and stalks throughout the growing season to maintain neat and healthy appearance of plant and to prevent plants from overtaking other species.

Trim Groundcover (Liriope) – Use a reciprocating blade trimmer or push mower rotary blade to trim Liriope no less than 2 inches in height to remove all old, trampled, and disease infested leaf blades. Perform services and January before new growth begins.

Trim Groundcover (Asiatic Jasmine) – Use a string trimmer to maintain height of jasmine between 4-6 inches and edge borders around trees, walkways, beds, signs, etc.

***Mulch Beds (Mulching to be performed 4 times per year)**

Red Soft Scape Mulch - is to be used in flower beds surrounding the Student Life Center and building located at 2440 Constellation Street. Mulch must be 4 inches thick and spread evenly and not piled excessively against plant bases, light fixtures, sign bases, posts, etc.

Pine Straw - Use long needle pine straw free of debris, cones, bark, soil, and sticks. Apply pine straw 8 inches thick and pressed into place under and around plants to have a neat, uniform appearance. Bed edger should be used along walkways prior to mulch application to give proper depth of mulch/straw along walkway edge and to assure mulch /straw will not spill over concrete or turf edge.

Rock Mulch - Rock mulch is to be added to areas where the mulch is already being used, primarily at the 2440 Constellation Street Campus.

Plant Annual Color - Pull out old plant material, add appropriate organic matter (peat moss/pine bark), and till to mix with existing soil to 6-8-inch depth. Replace with chosen seasonal plant variety, fertilize, mulch and water new plants to saturation to prevent stress or wilting of new annuals. Specific planting areas will be designated by a College representative. But, all areas have existing planting beds. **(Annuals must be replaced at first sign of distress and must encompass entire planting bed of areas designated by College representative.**

Trim Trees Less than 15 ft. Tall - Trim trees at scheduled services to optimize shape and health of tree. Selectively prune to maintain size of tree where necessary to maintain clearance at walkways, building entrances, etc. Remove all dead or dying branches as necessary. Lift canopy of all trees to 8 ft. from ground as to provide a clear walking path.

Personnel -The contractor agrees that, at all times, the employees of the contractor performing services shall do so in a proper workmanlike and dignified manner. The college reserves the right to require the contractor to remove from our premises any employee servicing the college under this contract.

Personnel and Property Safe Guards - At all times while providing services to the College, the contractor's employees must provide adequate protection to safeguard the buildings, grounds, walkways, roadways, and all personnel and property on the premises from damage or injury. Any special instructions to the contractor from the College to ensure such protection shall be immediately complied with in each and every instance. The Contractor shall be responsible for any damage or injury to persons or property that may occur in the execution of the services under this contract.

SUCCESSFUL BIDDER WILL PROVIDE THE FOLLOWING: (Delgado Community College, West Bank Campus)

1) June, July, August, September, October, November 2024 – 24 cuts

State Total Price Here: _____

2) December 2024, January 2025, February 2025, March 2025 – 8 cuts

State Total Price Here: _____

3) April, May 2025– 8 cuts

State Total Price Here: _____

TOTAL BID AMOUNT OF ALL LINE ITEMS: _____

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**

III. INSTRUCTIONS & REQUIREMENTS

MANDATORY

Jobsite visit is required for all bidders intending to submit a bid for this project. The site visit will be held at Delgado Community College West Bank Campus located at 2600 General Meyer Drive, New Orleans, LA 70114 on **Monday, June 3, 2024 at 10:00 am.** (Bidders are to meet in the front of Larocca Hall Building). Although questions will be permitted during the conference, the only official answer or position of Delgado Community College will be stated in writing in response to written questions. A **signed jobsite visit form** (see section V) must be included as a part of the bid response. Failure to do so will result in the immediate disqualification of the bid without further discussion

QUALIFICATIONS OF BIDDER:

Bidder must be in business of selling the requested and similar supplies for a period of no less than (5) five years. Delgado Community College reserves the right to make any inquiries and investigations it deems necessary to determine the capability and responsibility of any Bidder to perform the contract work. The Bidder shall furnish all information and data requested by the College for this purpose. Failure of any Bidder to promptly provide information with their bid or in connection with any inquiry may be grounds for rejection of their bid without further consideration.

REFERENCES:

Bidder must complete **Attachment B, References Form** and submit it with their bid. References should be from companies that the Bidder has provided a similar or larger scale operation based upon volume of products and type of service as required in the specifications.

ADDENDA:

Any questions arising from the specifications or the pre-bid conference must be addressed in writing to the individual indicated in Section I, General Conditions, and will be answered via an Addendum. All questions must be submitted no later than **Monday, June 10, 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 by signing and returning it with the bid or if the bid has already been submitted, per the instructions on the addenda. Failure to acknowledge addenda will render the bid informal and will cause its rejection.

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

BID SUBMITTAL:

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to Delgado Community College physical location **directly** to the College's contact person in the **Purchasing Department by 2:00PM** no exceptions. Delgado Community College is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

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 (if applicable)).

Bids must be submitted on the forms furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for this proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with the above requirements will cause your bid to be disqualified.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

MODIFICATION OR WITHDRAWAL OF BID:

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

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

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

BIDDER REPRESENTATION:

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

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

END OF SECTION III

IV. TERMS AND CONDITIONS

PRICING:

Pricing as quoted in the Invitation to Bid will not be changed during the initial contract year. Prior to any renewal term, the Contractor may request a price change on the scheduled items for that renewal term. Any price increase must be based on documented increased costs and 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 any price increases.

ORDERS & SHIPPING:

Vendor will receive orders for uniforms via faxed or emailed purchase order. All orders must be shipped per the terms and conditions stated in Section II Scope of Work, Deliverables. All shipping/handling and any other charges necessary for the procurement of the listed items must be included in the line item pricing. While it is the intention that all orders will be placed via a College issued purchase order, the successful Bidder must be willing to accept the State's purchasing card if the College elects to order by that method. In certain circumstances a verbal purchase order may be called in only by the head of Housekeeping, Dion Mays, his designee or by the Purchasing Department.

Uniforms are to be delivered to the College's warehouse. Boxes shipped to the warehouse must list the name of the requestor on the shipping label and if ordered via a purchase order, the PO number.

If any uniform is received damaged, vendor will issue a return merchandise authorization for the damaged items and replace it. The cost to send back any damaged merchandise is at the expense of the vendor.

PAYMENT TERMS:

Upon delivery of all materials, the Vendor will submit an invoice to the Accounts Payable department. All invoices submitted for payment, must include the purchase order number and the department for which the materials were ordered. All invoices will be paid on a Net (30) basis. For orders using the State's purchasing card, a packing slip indicating the merchandise has been paid in full must be included in the box.

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 as it pertains to the current pandemic.
- 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 for the procurement of these materials must be included in amount bid. Charges or Items not listed but necessary for procurement of these items shall be furnished as part of the prices 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. It is the intent of the College to award to a single vendor.
- 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.
- The Bidder agrees that this agreement and any subsequent contract will be governed by all rules and regulations of the State of Louisiana and that those rules and regulations take precedence over any other terms and conditions.
- Bidder must be able to provide shipping and tracking information for all orders placed 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.
- Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications 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, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may 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.

CONTRACT TERM & AGREEMENT:

The term of the agreement will be from the date of award through June 30, 2025, with the option to renew for up to two (2) twelve (12) month periods if mutually agreeable. Contract 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 Bidder agrees that by submitting a bid and acceptance of an award, all terms and conditions as stated in the bid documents will become a contractual agreement between the College and the Bidder.

ADDITIONAL MATERIALS & LOCATIONS:

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

PAYMENTS:

Contractor will be paid with Net 30 terms for any material purchased via a purchase order

Payment for materials ordered via a purchase order shall be made to the Vendor once a month after receipt by the College of an invoice (or invoices) by which the Bidder certifies, and the College agrees, that all material was supplied as per 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. All materials must be itemized on the invoice, lump sum invoices will not be processed.

Any material ordered using the College's Purchasing Card will be processed as any credit card transaction. A packing slip indicating the merchandise has been paid in full must accompany any credit card orders.

TERMINATION OF AGREEMENT:

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

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

- **Termination for non-appropriation of funds** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Termination for Convenience** - The College may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated) to the extent work has been performed satisfactorily.

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

- **Cancellation Conditions** - In any of the following cases, the College shall have the right to immediately cancel the contract agreement due to:
The interruption of operation in any of the contacted facilities or the College beyond its control; failure of the Contractor to maintain a satisfactory performance bond or adequate insurance coverage; wherever the contractor is guilty of misrepresentation; wherever the contract agreement was obtained by fraud, collusion, conspiracy, or other unlawful means, or the contract agreement conflicts with any statutory and constitutional provision of the State of Louisiana or the United States. In case of default by the Contractor, the College reserves the right to purchase any or all items or services in default on open market, charging the Contractor with any excessive costs. Until these excessive costs are paid to the College, the Contractor shall not do business with the College again.
- **Implementation of Termination** - The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until such date shall, continue to perform all work required in the specification and be compensated for such work.

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

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

INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING

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

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

DISCRIMINATORY PRACTICES:

Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to 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:

The Bidder servicing this contract shall be noted as the prime bidder of record with all transactions taking place between the College and the successful Bidder. Any supply subcontracts in place between the Bidder their suppliers are the sole responsibility of the Bidder and in no way will result in any type of contractual agreement between the subcontracted supplier and Delgado Community College.

End of Section IV

V. INSURANCE REQUIREMENTS FOR VENDORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage's

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

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

H. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

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

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

END OF SECTION V

ATTACHMENT A: INDEMNIFICATION 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 the bid

ATTACHMENT B: REFERENCE FORM

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

(Contract Administrator)	

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

(Contract Administrator)	

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

(Contract Administrator)	

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

END OF BID DOCUMENTS

V. JOBSITE VISIT CERTIFICATION

40006-122 – Lawn Care and Landscape Maintenance

This signed statement certifies that the Vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for the project.

Bidder’s Name (Printed)

(Project Manager) (Printed)
College Representative

Bidder’s Signature

College Representative’s Signature

Bidder’s Company Name (Printed)

Note: This certification must be signed by a full-time employee of the Vendor and the College representative (Dion Mays) and submitted with the bid proposal.

A signed letter from the College representative (stating that the Vendor has visited the job site) may be substituted for the above and must be submitted with the proposal.

Failure to submit one of the above with the bid proposal shall cause your bid to be disqualified. Site visit to be held at the jobsite: Delgado Community College, West Bank Campus located at 2600 General Meyer Avenue, New Orleans, LA 70114 on **Monday, June 3, 2024 at 10:00 am.** **Bidders are to meet in the front of Larocca Hall Building.**

Delgado College Representative:
Mr. Dion Mays
Phone: (504) 915-7476

VI. INSURANCE REQUIREMENTS FOR VENDORS

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

I. MINIMUM SCOPE AND LIMITS OF INSURANCE

4. 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.

5. 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.

6. 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.

J. 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.

K. OTHER INSURANCE PROVISIONS

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

4. 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.

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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.

6. All Coverage

- e. 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.
- f. 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.
- g. 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.
- h. 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.

L. 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.

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N. SUBCONTRACTORS

Contractor/Vendor shall include all subcontractors and as insured 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.

O. 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.

P. 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.

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***