

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

Invitation to Bid

Bid Name:

40006-TC #127 – Oil-Water Separator Services – Disposal of Non-Hazardous Waste

Due By & To Be Opened On:

**Wednesday, April 17, 2024 at 2:00PM CST**

Contact Person:

Wendy Boesch  
Senior Buyer  
(504) 762-3031

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NAME OF COMPANY

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ADDRESS

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CITY, STATE, ZIP

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PHONE NUMBER / FAX NUMBER / EMAIL

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SIGNATURE OF COMPANY REPRESENTATIVE

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NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

\*TITLE PAGE\*

## GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Wendy Boesch, Senior Buyer-Purchasing Department at the following address:

Delgado Community College  
O'Keefe Administration Building  
501 City Park Avenue, Building 37  
New Orleans, La 70119

\*\*Questions ONLY may be emailed or faxed to: [wboesc@dcc.edu](mailto:wboesc@dcc.edu) or 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 must be submitted by mail or in person.** (All bids must be identifiable **PRIOR** to any envelope/package opening). **Faxed or emailed bids NOT accepted.**

Mailed bids and hand carried bids shall be sealed and delivered to the person/address in item #1. **The BID NAME and NUMBER must be on the OUTSIDE of the packaging, including any express mail/shipping packaging.** If hand carried, Bids are to be delivered directly to the Purchasing Department. Do not leave on counter unattended. 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.

**\*\*Bids received without this information, Not identifiable, and/or after the due date and time on the title page shall be automatically disqualified.\*\***

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](http://www.epls.gov).)

\*END OF GENERAL INFORMATION SECTION\*

**SCOPE and SPECIFICATIONS**  
**40006-TC #127 – Oil-Water Separator Services – Disposal of Non-Hazardous Waste**

**SCOPE and SPECIFICATIONS:**

This open solicitation is for a Term Contract Bid for the provision of labor, equipment, materials, supplies, and personnel, etc. necessary for Oil/Water Separator Services and disposal of Non-Hazardous Waste, such as petroleum related sludge from oily water separation and settling, materials used for spill containment, and other materials from operating services at Delgado Community College, Maritime, Fire and Industrial Training Center, 13200 Old Gentilly Road, New Orleans, LA 70129.

The bidder agrees that by submitting a bid and acceptance of an award, all terms and conditions as stated in this bid document will become a contractual agreement between the College and the Bidder.

All services shall be coordinated with either: Rick Schwab, 504-671-6626, [rschwa@dcc.edu](mailto:rschwa@dcc.edu) or Regina Radosta, 504-671-6624 [rrados@dcc.edu](mailto:rrados@dcc.edu). It will be the responsibility of the successful bidder to acquire the signature from either of them or their designee each time a visit is made to provide the services described in this bid.

1. **TERM OF CONTRACT FOR SERVICES:** This contract will begin on July 1, 2024 and commence on June 30, 2025.
  
2. **PRE-BID/JOBSITE VISIT:**
  - a. A pre-bid jobsite visit is not required, however, if Bidder wishes to make a visit to more fully ascertain the scope of the work a Non-Mandatory pre-bid/jobsite visit is scheduled for **Thursday, April 4, 2024 at 2:00PM CST.** Bidders are to meet at Delgado Community College, Maritime, Fire and Industrial Training Center, 13200 Old Gentilly Rd, New Orleans, LA 70129.
  - b. If, upon visiting site, Bidder has questions or finds concerns with the details of this Bid document Bidder is to submit those questions in writing by the deadline date on Page 8. Otherwise it will be interpreted that you are quoting as specified.
  - c. Although impromptu questions will be permitted and spontaneous answers will be provided during the pre-bid jobsite visit, the only official answer or position of DCC will be stated in writing in response to written questions submitted from bidders to the Purchasing Department and answered via an Addendum.
  
3. **PRICING:** Must be listed on this Bid Form.
  - a. Bidder is to include all costs per line items, including but not limited to: material cost, discounts, rebates, warranty, shipping, delivery, labor or any other charges necessary for completion of this job/bid. No additional charges or other costs after the fact are allowed. Price must be firm and not subject to change. Additional costs disclosed later will be at the expense of the Bidder. There shall be no surcharge whatsoever for weekend/holiday pickup.
  - b. All line items shall be bid or if zero dollars notate an explanation: i.e. "Not able to supply" or "included in a different line item number", etc.
  - c. Bids submitted in any other manner will not be accepted. Quotes prepared on the vendors own form are not an allowable substitute for completing the bid on this required Bid Form.

4. **FREQUENCY:** These services will be provided on an “as needed” basis during the agreement period. No specific volume, quantities or number of pickups can be guaranteed by the College. For estimating purposes, quantities listed are estimated to be the amounts needed and are not a guarantee of purchase. Orders/services may be placed at any time during the course of the contract in varying quantities.
  
5. **SERVICES:** Bidder is to provide services in accordance with this Bid Document and provide the required documents timely to the Delgado Maritime designee.
  - a. 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.
  - b. Bidder is to use caution in performing the service so as not to damage adjacent buildings, building elements, including trees, shrubs, vegetation and lawn areas. Where damage occur, Bidder agrees to restore the damaged area to original condition replacing vegetation and lawn with equal size and species.
  - c. Bidder is to schedule delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic. It is the policy of Delgado Community College to provide full access to all disabled individuals in all areas possible. Bidders, vendors must ensure their staff is aware of this policy and park accordingly, ensure no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Bidder, shall assume the responsibility for the safe transit of all disabled persons.
  - d. Clean up of the area for any spills which are due to the negligence of the vendor during the performance of work will be the responsibility of the vendor.
  - e. The successful bidder must warrant firm’s compliance with all applicable federal, state and local laws, rules, regulations and any and all other requirements in connection with the packaging, pick-ups, transportation and disposal of said materials. Likewise, the successful bidder must warrant that disposal method and site are compliant with all above mentioned laws, rules, regulations and requirements. The successful bidder must possess all necessary licenses, permits, etc. and pay all fees in connection therewith.
  - f. The College reserves the right to have representatives conduct a site visit at any TSF (including recycling or reuse sites) where the College’s wastes are processed or stored.
  - g. No interest shall be assigned or transferred in this contract without prior written consent from the College, provided, that claims for money due or to become due from the College under this contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the College.
  - h. If any part of the work is incomplete or not performed satisfactorily, the Bidder must agree to complete the work to the satisfaction of the College with no additional charges.

## 6. SPECIFICATIONS:

- a. Bids are to be based on the furnishing of all labor, containers, packaging materials and equipment necessary for pick-up and dispose of waste under Department of Transportation (DOT) and Environmental Protection Agency (EPA) regulations. The successful bidder shall transport and treat/recycle/reuse all wastes according to state and federal rules, regulations and laws. For materials which cannot be treated due to the facility's permit or the materials themselves, the successful bidder will provide preparation of the waste for landfilling in accordance with all Federal, state and local regulations.
- b. All waste shall be packed, transported, and disposed of following all state and federal regulations for waste handling as appropriate. The following documents shall be supplied and/or completed by the successful bidder and signed by the College's Representative upon inspection of documents:
  - i. The waste data sheet shall be supplied by the successful bidder and completed by the College in order to profile all waste to be disposed of by the transport, storage and disposal facility (TSDf).
  - ii. The uniform non-hazardous waste manifest shall be supplied and completed by the successful bidder and signed by the College's Representative, the transporter and the TSDf, as well as any others required by regulations.
  - iii. The successful bidder shall return the proper copy of the terminated manifest to the college within thirty (30) days of the manifest date. College waste shall not be held in storage prior to disposal for more than ninety (90) days. If this time frame cannot be met by bidder, such shall be so stated in the technical proposal document, and the reason for this delay.
- c. The College reserves the right to "self-pack" non-regulated materials, contaminated soils, and contaminated material resulting from spills. The successful bidder has the right to "QC", i.e. quality control, these "self-packs" at its convenience. Documentation of these "self-packs" shall be supplied and completed by the successful bidder.
- d. Bidders shall list on a separate sheet recycling method(s) and facilities at which recycling activities are available.

## 7. DESCRIPTION FOR PRICING ON THE BID FORM:

- a. Bidder shall specify the price, per gross gallon to dispose of liquid material. (Based on a quantity of 8,000).
- b. Bidder shall specify the price, per gross gallon to dispose of material greater than 2% solid. (Based on a quantity of 1,000).
- c. Bidder shall specify the price, per gross gallon to dispose of material w/ flash point greater than 115F. (Based on a quantity of 4,000).
- d. Bidder shall specify a price for one (1) 55gallon drum of non-hazardous material.
- e. Bidder shall specify a price for one (1) 55gallon DOT approved drum.
- f. Bidder shall specify a price for one (1) over-pack 55gallon DOT approved drum.
- g. Bidder shall specify a TOTAL PRICE for one (1) ROUNDTRIP/TRANSPORTATION CHARGE, (including mileage, fuel, fuel surcharges, and/or any other Trip Charges, etc. for a pickup).

- h. Bidder shall specify a price to clean or rinse out one (1) container.
- i. Bidder shall specify a one lump price per trip, if there will be any supply charges (may include up to 3 pairs of gloves, up to 3 gallons of degreaser).
- j. Bidder shall specify a price, per HOUR for loading that includes one (1) person,
- k. Bidder shall specify a price, per HOUR for one (1) additional "helper", if required.
- l. Bidder shall specify the number of days, required to pick-up materials after notification from the College. Weekend or holiday collection shall not carry any surcharge. The successful bidder will be expected to provide a one-to-two day service for delivery of items, such as over-pack drums, fiber drums, packing materials, etc.
- m. Bidder shall specify the guaranteed number of days, in order to furnish the above referenced certificates. Number of days will be a factor in the award of the bid. The College reserves the right to disqualify any bidder who cannot furnish certificates within ninety (90) calendar days.

**\*END OF SCOPE AND SPECIFICATIONS SECTION\***

**BID FORM/SCHEDULE**

**40006-TC #127 – Oil-Water Separator Services – Disposal of Non-Hazardous Waste**

Item No:	Quantity	UOM	Description	Price	Extended Price
a.	8000	Gal	Disposal cost for liquid materials (per gross gallon)		
b.	1000	Gal	Disposal cost for material greater than 2% Solid (per gross gallon)		
c.	4000	Gal	Disposal cost for material w/ flash point greater than 115F (per gross gallon)		
d.	1	Each	55gallon drum for non-hazardous waste		
e.	1	Each	DOT approved 55gallon drum		
f.	1	Each	DOT approved over-pack 55gallon drum		
g.	1	Each	Roundtrip Total Transportation Charge: (includes all transportation costs such as; mileage, fuel, fuel surcharges, and any other "trip charges")		
h.	1	Each	Clean/rinse out charges for 1 vehicle/container		
i.	1	Lot	One lump sum of supplies, per trip, if required: (may include up to 3 pairs of gloves, up to 3 gallons of degreaser, etc.)		
j.	1	HOURL	Hourly loading charge for one (1) person		
k.	1	HOURL	Hourly charge for one (1) additional Helper, if required		
<b>TOTAL BID PRICE</b>					

l. Pick-up Timeline (Number of days required before pickup): \_\_\_\_\_ days

m. Certificate Timeline (Number of days to furnish certificates): \_\_\_\_\_ days

<b>Addendum No:</b> _____ <b>Dated:</b> _____	<b>Addendum No:</b> _____ <b>Dated:</b> _____
<b>Addendum No:</b> _____ <b>Dated:</b> _____	<b>Addendum No:</b> _____ <b>Dated:</b> _____

Bidder declares and represents that the company representative; 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) if applicable, for installation/services, etc., has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, supervision, etc. to perform, in a workmanlike manner, all items and services under this contract, all in accordance with the Bidding Documents as prepared by the College Purchasing Office and Facility Services.

By signing and submitting a bid, the bidder has read, understands, and acknowledges this Bid Document in its entirety and any and all addenda (*if applicable*) and therefore, certifies compliance with all bid requirements and has bid in accordance therewith.

Date \_\_\_\_\_ Signature \_\_\_\_\_

\*END OF BID FORM\*

## **INSTRUCTIONS, REQUIREMENTS, TERMS & CONDITIONS FOR BIDDERS**

### **QUESTIONS, INQUIRIES, INTERPRETATION OR CORRECTION TO BIDDING AND ADDENDA:**

Any questions arising from the specifications must be addressed in writing to the individual indicated on Page 2 and will be answered via an Addendum. All questions must be submitted no later than **Wednesday, April 10, 2024 by 12:00PM CST**. A final 48-hour period after the issuance of 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 submitting the Addenda with their Bid. Failure to acknowledge & submit all 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>

### **SUBSTITUTIONS, EQUIVALENTS, ALTERNATE BID:**

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 Bidder 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/addendums must be submitted with the alternate.

### **CONTRACT TERM & ANNUAL AGREEMENT:**

This contract will begin on July 1, 2024 and commence on June 30, 2025. If mutually agreeable, contract may be renewed for up to two (2) consecutive twelve (12) month periods at the same prices, terms, etc. of this Bid. Contract extensions may not exceed thirty-six (36) months total.

***Escalation Clause; Prior to any renewal term, the Vendor may request a price increase for the upcoming renewal term based on documented increase. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) and/or the Employment Cost Index 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/Vendor for the work set forth herein will be the issuance of a purchase order/number.

The Bidder agrees that by submitting a bid and acceptance of an award, all requirements, terms and conditions as stated in the bid documents will become a contractual agreement between the College and the Bidder.

This contract does not contain a minimum purchase guarantee. Orders will be placed on an "as needed" basis and may be placed at any time during the course of the contract.



## **QUALIFICATIONS OF BIDDERS:**

Bidders must be licensed to operate in Louisiana and shall have at least ten (10) years of experience in the field of transporting and disposal of non-hazardous waste materials, have performed services for five (5) or more years at a large institutional, commercial facilities of a similar size scope and shall be required to perform the work set forth in the specifications. **\*\*Only bids duly licensed under Louisiana revised statues 37.2151; et seq. will be considered.**

All vendor personnel/subcontractors conducting services shall be trained and highly qualified to perform the requested work as stated within this document.

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.

The College reserves the right to request a detailed resume of the bidder's expertise, experience and ability in the field of non-hazardous waste material disposal service. Resume would need to include experience and educational background of key personnel and transporter/facility EPA ID numbers, a list of clients, driving records of transportation truck/waste vehicle operators and documentation on all spills, incidents, fires, accidents, or investigations by local, state or federal agencies may also be requested.

## **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 nature/scope or larger scale operation based upon volume of products and/or type of service performed within the last five (5) years as required in the specifications.

## **BID SUBMITTAL:**

**Bids must be submitted by mail or in person.** Faxed or emailed Bids NOT accepted. **(All bids must be identifiable PRIOR to opening): Mailed or In Person Bids** - must include **the bid name and number on the OUTSIDE of the packaging including any express mail/shipping package.** If in person, Bids are to be delivered directly to the Purchasing Department. Do not leave on counter unattended. Bids submitted must be received by the date and time stated on the title page. **Bids received without this information and/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, 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.

The Bidder agrees that his/her bid is in accordance with the Scope and Specifications listed and is based solely upon the materials, requirements, etc. described in this Bid Document as advertised and as modified by addenda. The bid submitted is not based on any verbal instructions contrary to the Bid Documents and addenda.

**PRICING:**

Pricing as quoted in this Bid will be firm and not be subject to change. Bidder is to include all shipping, handling, materials, labor or any other charges necessary for completion of this bid and must be included in the cost per line item. Charges or items not listed but necessary for completion shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.

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.

**PAYMENT TERMS:**

Vendor will be paid Net 30 for orders purchased via a purchase order. There will be no pre-payment of any merchandise.

All invoices should be submitted to the College's Accounts Payable Department and clearly indicate the Purchase Order Number assigned by the Delgado Purchasing Office.

All invoices must be itemized in accordance with the fees set forth in the bid, lump sum invoices may not be processed.

Payment for Services 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 the invoiced work was satisfactorily performed in accordance with the specifications. The college must receive an itemized invoice for payment. Invoices will not be paid prior to 30 days from receipt of invoice or completion of services/project.

**ORDERS:**

Awarded bidder shall receive orders for supplies and/or services via a faxed or emailed purchase order and/or purchase order number prior to ordering. All orders must be shipped per the requirements of this Bid. All shipping/handling and any other charges necessary for the completion of the bid must be included in the line item pricing. Additional costs disclosed later will be at the expense of the Bidder.

**BIDDERS and 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/Contractor. Any supply subcontracts, shipping companies, etc. in place between the Bidder and 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.

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

It is the Bidder'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.

**MODIFICATIONS OF MATERIALS, LOCATIONS and/or SERVICES:**

We do not anticipate many changes to this contract.

The College reserves the right to adjust quantities as needed without change in price, and/or add or subtract additional materials/items/services/locations to this contract during the course of the agreement.

The College reserves the right to add additional materials, items, services and/or locations to this contract during the course of the agreement. The College will request the addition from the Vendor/Contractor, and a rate/price will be negotiated and agreed upon at that time. Additions are subject to the same terms, conditions, etc. of this Bid. All locations will be within the Greater New Orleans area. All other bid pricing will stay the same.

The College reserves the right to remove materials, items, locations or services as needed, which will remove said cost for discontinuing the services or materials from this bid without affecting any other pricing.

### **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.

### **NON-EXCLUSIVITY CLAUSE:**

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal and/or like goods and/or services from other entities or sources.

### **DISCRIMINATORY PRACTICES:**

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

Both the College and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to ensure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

### **COMPLIANCE:**

The Bidder agrees that he/she complies with all bid requirements as stated in this bid and has reviewed and received any and all addenda (*if applicable*).

The bidder must warrant firm's compliance with all applicable federal, state, and local laws, rules, regulations and any and all other requirements as it pertains to state agencies of the State of Louisiana.

### **TERMINATION/CANCELLATION OF AGREEMENT:**

- The College reserves the right to cancel the request for bids for any reason, and waive any informalities regarding such cancellation.
- The College reserves the right to cancel the purchase order and/or contract upon thirty (30) days written notice for failure of the Bidder to comply with the terms and/or conditions of this Agreement including but not limited to; deliver/complete on time, for delivery of unsatisfactorily merchandise, or for any unsatisfactorily performance by the Vendor as determined by the College.
- **Termination of this agreement for cause** – DCC may terminate this agreement for cause based upon the failure of Bidder 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 Bidder's failure. If within thirty (30) days after receipt of such notice, the Bidder 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 Bidder in default and the Agreement shall terminate on the date specified in such notice.

Bidder 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 Bidder 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 Bidder. The Bidder 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 Bidder desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the College. Bidder 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 contracted facilities or the College beyond its control; failure of the Bidder to maintain a satisfactory performance bond or adequate insurance coverage; wherever the bidder 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 Bidder, the College reserves the right to purchase any or all items or services in default on open market, charging the Bidder with any excessive costs. Until these excessive costs are paid to the College, the Bidder 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 Bidder 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 Bidder'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 Bidder for work performed.

#### **GENERAL TERMS & CONDITIONS:**

1. 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.
2. It shall be specifically agreed and understood that the Bidders may attend the Bid opening.
3. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
4. Payment terms are to be NET 30 upon receipt of materials and invoice received in our Accounts Payable Department. Prepayment of any materials is not acceptable.
5. Failure to comply with the requirements as stated in this Bid Document will disqualify the bid.
6. Materials supplied or used in the performance of this work must be of the highest quality/safety and must comply with the specifications provided in the solicitation
7. Quantities are estimated to be the amounts needed and are not guaranteed. In the event a greater quantity is needed, the right is reserved by the College to increase the quantity at the unit price stated in the bid for the initial year.

8. Whenever any award is considered, Bidder agrees to furnish specific samples *as applicable*, either for approval or equivalency examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College regarding equivalency shall be final. Any samples submitted for comparison will not be returned.
9. Delgado Community College reserves the right to reject any or all bids and to waive any informalities including technicalities in specifications that preclude competition.
10. It shall be distinctly agreed and understood that the price quoted must be a firm price including shipping, and not be subject to change at time of the shipment of goods or delivery of services.
11. In case of default by the Bidder, the College reserves the right to purchase any or all items in default on the open market, charging Bidder with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Bidder will be considered until the assessed charge(s) have been satisfied.
12. All shipping, handling, materials, labor or any other charges necessary for the procurement of these materials or to complete this job must be included in amount bid. Charges or items not listed but necessary for procurement of these items or completion of the job shall be furnished as part of the prices bid. Additional costs disclosed later will be at the expense of the Bidder.
13. 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.
14. Orders/Services shall be delivered/completed within the allotted timeframe as specified in the Bid, *if applicable*.
15. Delivery/completion is of the essence and the College reserves the right to award to that Bidder providing the earliest delivery/completion date.
16. The College reserves the right to award the above items separately, grouped, or on an all-or-none basis. It is the intent of the College to award to a single vendor.
17. The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder, and/or earliest delivery date, if applicable, as determined by the College.
18. Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.
19. Bidder must be able to provide a delivery/project timeline if requested by Delgado Community College.
20. The College shall have the right to reject any or all bids not accompanied by any data/documents required by the Bidding Documents or a bid in any way incomplete or irregular.
21. 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.
22. 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.
23. List of distributors: The Bidder signing the bid shall be designated as the Prime Bidder on any contract/agreement resulting from this bid. If additional Bidders are authorized to receive orders for items covered under this proposal, the Bidder must submit, with bid, a list of those additional authorized distributors.
24. Bidders are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.
25. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.

26. If the Vendor fails to make delivery within a satisfactory time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
27. Bidders are to comply with the insurance requirements as stated in this bid. Bidder must complete **Attachment A, Indemnification Form** and submit it with the bid. Failure to comply with these requirements will result in disqualification of your bid.
28. Upon award, the successful bidder will be responsible for ensuring that Delgado receives the required **insurance certificate** in a timely manner in order to meet the required work expectancy timeframe. No work may commence until a proper certificate with mandatory requirements is received.

\*END OF INSTRUCTIONS, REQUIREMENTS, TERMS & CONDITIONS SECTION\*

## **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.

The Certificate of Insurance must delineate Delgado Community College as the certificate holder prior to the commencement of any work.

### **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.

#### **4. Pollution Liability**

Pollution Liability Insurance (gradual release as well as sudden and accidental), with coverage not less than one million dollars (\$1,000,000) per claim and with a policy period inception date of not later than the first day of the anticipated work under the contract, shall be provided. Furthermore, the policy shall provide for an "extended reporting period" of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of premiums. Delgado Community College shall be named as additional insured on the policy and this shall be so evidenced on the certificate of insurance.

### **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.

**ATTACHMENT A – INDEMNIFICATION AGREEMENT**  
**40006-TC #127 – Oil-Water Separator Services – Disposal of Non-Hazardous Waste**

\_\_\_\_\_ **{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

**ATTACHMENT B - REFERENCES**

**40006-TC #127 – Oil-Water Separator Services – Disposal of Non-Hazardous Waste**

_____	_____
(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)	

**END OF BID DOCUMENTS**