

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

Invitation to Bid

Bid Name:

**Term Contract #133
Personal Protective Supplies**

Due by and to be opened on:

September 1st, 2020 at 12:00PM CST

Contact Person:

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

NAME OF COMPANY

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL

SIGNATURE OF COMPANY REPRESENTATIVE

NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE

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

I. GENERAL INFORMATION

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

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70119
Email: tsheff@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.

Bids may be submitted by mail or in person. Mailed bids and hand carried bids shall go to the address in item #1. Hand carried bids are to be delivered to the attendant at the front desk. Do not leave Bid unattended. 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. SCOPE OF WORK **Personal Protective Supplies**

SCOPE OF WORK: The successful bidder shall be responsible for providing personal protective supplies as listed on the bid form. The quantities listed in the bid are estimated based upon previous purchases. This contract does not contain a minimum purchase guarantee. Orders will be placed on an as needed basis and in varying quantities.

TERM OF CONTRACT: The contract for services will be from the date of award through June 30,2021 with two (2) consecutive one-year options to renew under the same terms and conditions if mutually agreeable. Pricing may be adjusted only as noted herein.

DELIVERABLES: Bidder is to provide the requested materials within ten (10) days of order placement. Shipping charges are to be included in the line item price. Charges after the fact are acceptable

If requested by the College, express shipping may be required in which the materials would need to be received within (48) hours of order placement. Bidder is to bid a flat fee for express shipping where noted on the Bid Form. Only a single fee charge per express order may be charged, even if the bidder must ship the materials separately.

CAMPUS LOCATIONS:

Delgado Community College
City Park Campus
615 City Park Ave
New Orleans, LA 70119

Delgado Community College
West Bank Campus
2600 General Meyer
New Orleans, LA 70114

Delgado Community College
Charity School of Nursing
450 S. Claiborne Ave
New Orleans, LA 70112

Delgado Community College
Marine Fire School
13200 Old Gentilly Road
New Orleans, LA 70129

Delgado Community College
East Jefferson Technical Campus
5200 Blair Drive
Metairie, LA 70001

Delgado Community College
Sidney Collier Site
3727 Louisa St
New Orleans, LA 70126

Delgado Community College
Gretna Site
1900 Lafayette St
Gretna, LA 70053

Delgado Community College
River City Campus
709 Churchill Pkwy
Avondale, LA 70094

II. REQUIREMENTS & INSTRUCTIONS

Personal Protective Supplies

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 A, 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, August 24th, 2020 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, along with the name and number of the bid clearly written on the front of the envelope** and are to be delivered to the person and location in Section I, General Information by the date and time stated on the title page. Bids received without this information or after the due date and time will be automatically disqualified.

In accordance with R.S. 37:2163A, Contractors' License number in the appropriate classification(s) must appear on the bid envelope submitted on all projects in the amount of \$50,000 or more (and \$1.00 or more if hazardous materials are involved (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

III. TERMS AND CONDITIONS

Personal Protective Supplies

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 supplies via a 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.

Supplies 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 supplies are 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, 2021, 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. BID FORM

Personal Protective Supplies

Bidder is to provide pricing per the unit of measurement stated on the Bid Form. Bids submitted in any other manner will not be accepted.

LIST OF ITEMS:

No.	Qty	UOM	Item & Model/Part No	Unit Price	Total Price	Delivery ETA
1)	200	BOX	Nitrile Gloves, Powder Free, Ambidextrous, Size Small 200 per box			
2)	500	BOX	Nitrile Gloves, Powder Free, Ambidextrous, Size Medium 200 per box			
3)	200	BOX	Nitrile Gloves, Powder Free, Ambidextrous, Size Large 200 per box			
4)	100	BOX	Nitrile Gloves, Powder Free, Ambidextrous, Size Extra Large, 200 per box			
5)	200,000	EA	3-Ply Disposable Face Masks, with Ties or Ear Loops			
6)	200,000	EA	3-Ply Disposable Face Masks, Pleated, Non-Surgical, nose bridge strip to fit snugly across the bridge of the nose, with Ties or Ear Loops			
7)	5000	EA	Cloth Face Masks, Must fit snugly across the face and completely cover the nose and mouth, secured with ties or elastic ear loops, include a minimum of 2-layers of fabric & allow breathing without restriction, must be washable and retain shape and elasticity.			
8)	100	EA	N95 Face Mask; non-medical, with metal nose clip or molded nose bridge, without exhalation valve – Size Small			
9)	200	EA	N95 Face Mask; non-medical, with metal nose clip or molded nose bridge, without exhalation valve – Size Regular/Universal			

No.	Qty	UOM	Item & Model/Part No	Unit Price	Total Price	Delivery ETA
10)	100	EA	KN95 Face Masks; non-medical, flat fold or molded, with ear loops, nose bridge/nose piece, and 5-layer protection, must block 95% of small particles, Size Universal			
11)	1000	EA	Disposable Isolation Gowns, one size, spun-bonded polypropylene, universal size approximately 43.3" x 15.7"			
12)	200	EA	Clear Face Shields; approximately 10" x 14" made with a minimum 0.02" thick polyethylene construction with elastic or adjustable straps to comfortably secure without slippage.			
13)	24,000	EA	ASTM Level 1 Surgical/Medical Face Masks; Must meet ASTM Level 1 requirements; 1) fluid resistance > 80mmHg; 2) PPE > 95%, 3) BFE . 95% Universal Size			
14)	5	EA	Expedited shipping charge for requests of materials to be received within 48 hours of order placement.			

Prices must be listed per the unit of measurement listed on the Bid Form. Shipping is to be included in the cost per item. No separate shipping charges are allowed with the exception of a request for an expedited shipment.

TOTAL BID AMOUNT FOR ALL SUPPLIES LISTED: _____

By signing below, the Vendor/Contractor agrees that he/she complies with all bid requirements and special conditions as stated in the bid and has reviewed and received any and all addenda if applicable.

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

**** Bid must be submitted on this form**

ATTACHMENT (A) – REFERENCES
Personal Protective Supplies

_____	_____
(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