

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

Invitation to Bid

Bid Name:

40006 - R0023466 – Parking lot lights

Due by and to be opened on:

November 30, 2021 at 2:00PM CST

Contact Person:

**Wendy Boesch
Senior Buyer
(504) 762-3031**

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

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 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. Faxed or emailed Bids not accepted. Mailed bids and hand carried bids shall go to the address in item #1. The bid name and number must be on the outside of the packaging, including any express mail packaging. If hand carried, Bids are to be delivered to the attendant at the front desk. 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.

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 .)

END OF GENERAL INFORMATION SECTION

REQUIREMENTS & INSTRUCTIONS

QUESTIONS, INQUIRIES, INTERPRETATION via ADDENDA:

Any questions arising from the specifications, bid form, scope of work, pre-bid conference or job-site visit must be addressed in writing to the individual indicated in the General Information Section above, and will be answered via an Addendum. All questions must be submitted no later than **Monday, November 15, 2021 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 outside of the envelope/package** and are to be delivered to the person and location in the General Information Section (on page 2) by the date and time stated on the title page. Faxed or emailed bids are not acceptable. If shipping via express mail, all information as listed above must be on the outside of the shipping packaging. Bids received without this information or after the due date and time will be automatically disqualified.

In accordance with R.S. 37:2163A, Bidders' 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). Failure to include the Louisiana license number may cause rejection of bid.

Bids must be submitted on the forms furnished within this Bid Document 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 this Bid Document.

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 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.

MODIFICATION OR WITHDRAWAL OF BID:

A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and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

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

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

BIDDER REPRESENTATION:

By signing and submitting a bid, Bidder acknowledges that he/she has visited the site (*if applicable*), read and understands the Bidding Documents and the bid is made in accordance therewith.

The Bidder agrees that his/her bid is based solely upon the specifications listed in the bid documents. The bid submitted is not based on any verbal instructions contrary to the Bidding Documents and addenda.

COMPLIANCE:

The Bidder agrees that he/she complies with all bid requirements as stated in the 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.

END OF REQUIREMENTS & INSTRUCTIONS SECTION

TERMS AND CONDITIONS

ADDITIONAL MATERIALS & LOCATIONS:

The College reserves the right to add or subtract materials and locations to this bid. Additions are subject to the same terms and conditions.

ORDERS & SHIPPING:

Quantities are estimated to be the amounts needed and are not guaranteed. In the event a greater or lesser quantity is needed, the right is reserved by the College to increase or decrease the amount at the unit price stated in the bid.

While it is the intention that orders will be placed via a College issued purchase order and awarded bidder will receive a purchase order/number prior to ordering, the successful Bidder must be willing to accept the State's purchasing card if the College elects to order by that method. All orders must be shipped per the terms and conditions stated on the 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.

Contact person for the order will be listed on the purchase order and supplies are to be delivered to the location and person indicated on the Purchase Order. All orders shipped must list the name of the recipient and purchase order number on the shipping label.

Materials are to be off-loaded by the shipper at the College's designated receiving area. Packages must not be left curbside. All areas must be kept free of hazards during delivery. Any cost associated with delivery must be included in the unit price bid.

If any supplies are received damaged, Bidder 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 Bidder.

PAYMENT TERMS:

Bidder will be paid with Net 30 terms for orders purchased via a purchase order.

Payment shall be made to the bidder 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 material was supplied or work was performed satisfactorily in accordance with the specifications. Invoices will not be paid prior to 30 days from receipt of invoice or completion of services/receipt of project. There will be no pre-payment of any merchandise.

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 invoices must be itemized per the bid pricing, lump sum invoices will not be processed.

Any orders 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.

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. Bidder must state the brand/model he or she is bidding on each item.

It shall be the sole responsibility of the Bidder to prove equivalency. Bidder shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so will eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

Whenever any award is considered, Bidder agrees to furnish specific samples *as applicable*, for 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.

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. **Applicable if materials are being purchased in addition to the services requested in the bid.*

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 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.

TERMINATION/CANCELLATION:

- 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 Vendor to deliver on time, for delivery of unsatisfactorily merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
- DCC may terminate this bid/agreement for cause based upon the failure of Bidder to comply with the terms and/or conditions of the Bid, or failure to fulfill its performance obligations pursuant to this Bid.
- The 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.
- In any of the following cases, the College shall have the right to immediately cancel the bid/ agreement due to:

The interruption of operation in any of the contracted facilities or the College beyond its control; 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.

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.

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. Bid openings are subject to any in place Executive Order or revised statute as it pertains to the current pandemic.
3. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
4. 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.
5. Failure to comply with all requirements stated in this Bid Document will disqualify the bid.
6. Delgado Community College reserves the right to reject any and all bids and to waive any informality.
7. 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.
8. 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.
9. 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.
10. 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.
11. Orders/Services shall be delivered/completed within the allotted timeframe as specified on the Bid, *if applicable*.
12. Delivery/completion is of the essence and the College reserves the right to award to that Bidder providing the earliest delivery/completion date.
13. 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 Bidder.
14. The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder as determined by the College.
15. 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.
16. 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.
17. 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.
18. Bidder must be licensed to operate in Louisiana to perform the work as outlined in the specifications. The Bidder must be fully qualified under any State or local licensing law in effect at the time and at the location of the work before submitting his bid. Only the bids of Bidders duly licensed under Louisiana revised statutes 37.2151; et seq. will be considered. The Bidder shall be responsible for determining that all of his employees or prospective subcontractors are duly licensed in accordance with law.

19. Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.
20. Bidder must be able to provide a project timeline if requested by Delgado Community College.
21. 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.
22. 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.
23. 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.
24. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
25. For any jobs or material orders in which the commencement date is five (5) days beyond the notice to proceed and/or issuance of a purchase order, The College reserves the right to request and review material orders to ensure compliance with the requested completion and/or due dates as stated in the bid.

END OF TERMS AND CONDITIONS SECTION

SCOPE

R0023466 – Parking lot lights

SCOPE: Delgado Community College is seeking bids to provide Parking lot lights as outlined in the Bid Document or any equivalent brand that meets or exceeds the quality of the specifications listed. Successful Bidder shall be responsible for furnishing and delivering to Delgado Community College, City Park Campus, 894 Navarre Ave New Orleans, LA 70124.

SPECIFICATIONS

R0023466 – Parking lot lights

Quantity Specifications (or approved equivalent) --- **No Installation needed**

- 36 **PDR-PRV-C40-D-480-T5-SA-WKA7047**
153W led Shoebox, 4000K, Type 5 optics, pole mount, 480V, Custom Color RAL7047
- Cooper Lighting Prevail Pole Mount Fixture, single-piece die-cast aluminum housing, tethered die-cast aluminum door, precision molded polycarbonate optics, -40°C to 40°C operating temperature, 131W, 480V, Type 5 distribution with 18,264 lumens at 4000K, standard arm mount to accommodate multiple drill patterns ranging from 1-1/2" to 4-7/8", 3G vibration rated, L70 134,000 hours at 40°C, Prevail Development Request (PDR), custom fixture color RAL7047 "Telegrey 4" to match existing poles.
- 4 **PDR-PRV-C40-D-480-T3-SA-WKA7047**
153W led Shoebox, 4000K, Type 3 optics, pole mount, 480V, Custom Color RAL7047
- Cooper Lighting Prevail Pole Mount Fixture, single-piece die-cast aluminum housing, tethered die-cast aluminum door, precision molded polycarbonate optics, -40°C to 40°C operating temperature, 131W, 480V, Type 3 distribution with 17,144 lumens at 4000K, standard arm mount to accommodate multiple drill patterns ranging from 1-1/2" to 4-7/8", 3G vibration rated, L70 134,000 hours at 40°C, Prevail Development Request (PDR), custom fixture color RAL7047 "Telegrey 4" to match existing poles.
- 24 **PDR-PRV-C40-D-UNV-T5-SA-WKA7047**
153W led Shoebox, 4000K, Type 5 optics, pole mount, Custom Color RAL7047
- Cooper Lighting Prevail Pole Mount Fixture, single-piece die-cast aluminum housing, tethered die-cast aluminum door, precision molded polycarbonate optics, -40°C to 40°C operating temperature, 131W, 120-277V, Type 5 distribution with 18,264 lumens at 4000K, standard arm mount to accommodate multiple drill patterns ranging from 1-1/2" to 4-7/8", 3G vibration rated, L70 134,000 hours at 40°C, Prevail Development Request (PDR), custom fixture color RAL7047 "Telegrey 4" to match existing poles.
- 8 **PDR-PRV-C40-D-UNV-T3-SA-WKA7047**
153W led Shoebox, 4000K, Type 3 optics, pole mount, Custom Color RAL7047
- Cooper Lighting Prevail Pole Mount Fixture, single-piece die-cast aluminum housing, tethered die-cast aluminum door, precision molded polycarbonate optics, -40°C to 40°C operating temperature, 131W, 120-277V, Type 3 distribution with 17,144 lumens at 4000K, standard arm mount to accommodate multiple drill patterns ranging from 1-1/2" to 4-7/8", 3G vibration rated, L70 134,000 hours at 40°C, Prevail Development Request (PDR), custom fixture color RAL7047 "Telegrey 4" to match existing poles.

BID FORM
R0023466 – Parking lot lights

- a) Successful Bidder shall be responsible for furnishing and delivering items requested to **894 Navarre Ave. New Orleans, LA 70124.**
- b) Bidder is to provide the requested materials no later than **10-12 weeks after receipt of order.**
- c) Pricing must be listed per this Bid Form and shipping must be included in the cost per item. Price must be firm and not subject to change.
- d) The quantities listed in the bid are estimated. This contract does not contain a minimum purchase guarantee.

Line Item #	QTY	UOM	Description (see specifications)	Unit Price	Total Price	Delivery ETA
1	36	EA	PDR-PRV-C40-D-480-T5-SA-WKA7047 153W led Shoebox, 4000K, Type 5 optics, pole mount, 480V, Custom Color RAL7047 or approved equivalent.			
2	4	EA	PDR-PRV-C40-D-480-T3-SA-WKA7047 153W led Shoebox, 4000K, Type 3 optics, pole mount, 480V, Custom Color RAL7047 or approved equivalent.			
3	24	EA	PDR-PRV-C40-D-UNV-T5-SA-WKA7047 153W led Shoebox, 4000K, Type 5 optics, pole mount, Custom Color RAL7047 or approved equivalent.			
4	8	EA	PDR-PRV-C40-D-UNV-T3-SA-WKA7047 153W led Shoebox, 4000K, Type 3 optics, pole mount, Custom Color RAL7047 or approved equivalent.			

TOTAL BID AMOUNT FOR ALL LINE ITEMS LISTED: \$ _____

Addendum No: _____ Dated: _____	Addendum No: _____ Dated: _____
Addendum No: _____ Dated: _____	Addendum No: _____ Dated: _____

By signing below, the Bidder agrees that he/she has read, understands and complies with all bid requirements, instructions, specifications, terms and conditions, etc., in its entirety as stated in the bid document.

Date _____ **Signature** _____

END OF SCOPE, SPECIFICATIONS and BID FORM SECTIONS

This form must be completed and submitted with the bid

END OF BID DOCUMENT