

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

Invitation to Bid

Bid Name:

40006-R0024546 – Interior Lights (No Installation)

Due by and to be opened on:

August 18, 2022 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 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.

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

SCOPE/SPECIFICATIONS
40006-R0024546 – Interior Lights (No Installation)

SCOPE: Delgado Community College is seeking bids to provide Interior Lights as outlined in the Bid Document. Successful Bidder shall be responsible for furnishing and delivering to Delgado Community College, City Park Campus Central Receiving Department, 894 Navarre Ave., New Orleans, LA 70124.

Quantity **Proprietary Specifications --- No Installation needed**

400 **22CZ2-44-UNV-L835-CD1-U (MFG - Cooper Lighting)**
Metalux 2'x2' Recessed, Cruze ST LED

1. Physical characteristics—Must be exactly (W) 23-3/4" x (L) 23-3/4" x (H) 3-1/4"
2. Shielding—(HRP) High Efficiency Round Perf Inlay
3. Product Certification—UL Certified, DLC listed premium, T24 Efficiency Standards, ROHS compliant, IC Rated, ISO Systems Certified
4. Functional Features—Latch-less design provides clean architectural look, 4400 lumens, Universal voltage 120v.-277v., 3500K, 0-10 v. single driver
5. Warranty—Minimum (5) year.

BID FORM
40006-R0024546 – Interior Lights (No Installation)

1. Successful Bidder shall be responsible for furnishing and delivering items requested to: **894 Navarre Ave. New Orleans, LA 70124, c/o Richard Berlier.**
2. Requested date needed by **10/1/22**. Advise when your Delivery ETA will be.
3. 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.

Line Item #	QTY	UOM	Description (see specifications)	Unit Price (including shipping & delivery)	Total Price	Delivery ETA
1	400	EA	22CZ2-44-UNV-L835-CD1-U ○ Metalux 2'x2' Recessed, Cruze ST LED ○ MFG Cooper Lighting ○ Proprietary equipment needed.			

TOTAL BID AMOUNT: \$ _____

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

By signing below, the Bidder has read, understands, acknowledges any and all addenda (*if applicable*) and therefore, certifies compliance with this bid document in its entirety as stated.

Date _____ Signature _____

END OF SCOPE/SPECIFICATIONS and BID FORM SECTIONS

This form must be completed and submitted with your bid

INSTRUCTIONS, TERMS & CONDITIONS

QUESTIONS, INQUIRIES, INTERPRETATION via ADDENDA:

Any questions arising from the scope, specifications, or bid form must be addressed in writing to the individual indicated in the General Information Section above, and may be answered via email or an Addendum. All questions must be submitted no later than **Wednesday, August 10, 2022 by 12:00PM CST.**

No addenda will be issued within a period of seventy-two (72) hours prior to the date set for the receipt of bids except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids. All addenda must be acknowledged by the bidder and submitted with the bid. Failure to do so will cause the bid to be rejected.

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.

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.

By signing the bid, the bidder certifies compliance with this Bid Document and acknowledges any and all addenda (*if applicable*).

PRICING:

The items listed in this solicitation **are proprietary** and must work with existing equipment already being used at the College.

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.

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:

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

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.

ALTERNATE BID:

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*

ADDITIONAL MATERIALS:

In the event a greater quantity is needed, the right is reserved by the College to increase the amount, at the unit price stated in the bid, for three (3) months from the date of award.

ORDERS & SHIPPING:

Awarded bidder will receive a purchase order/number prior to ordering. 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.

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 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:

- a. The College reserves the right to cancel the request for bids for any reason, and waive any informalities regarding such cancellation.
- b. 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, for not complying with all requirements of this bid document, or for any unsatisfactory supply/performance, etc. by the Vendor as determined by the College.
- c. The College may terminate this agreement if: there is an 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.
- d. 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.

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. Failure to comply with all requirements stated in this Bid Document will disqualify the bid.
5. Delgado Community College reserves the right to reject any and all bids and to waive any informality.
6. 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.
7. 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.
8. 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.
9. 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.
10. Orders/Services shall be delivered/completed within the allotted timeframe as specified on the Bid, *if applicable*.

11. Delivery/completion is of the essence and the College reserves the right to award to that Bidder providing the earliest delivery/completion date.
12. 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.
13. The Bid shall be awarded on the basis of responsive, lowest total cost, qualified bidder as determined by the College.
14. Bidder must be able to provide shipping and tracking information for all orders placed if requested by Delgado Community College.
15. Bidder must be able to provide a delivery/project timeline if requested by Delgado Community College.
16. 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.
17. 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.
18. 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. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES & REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
19. 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.
20. 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.
21. 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.

END OF INSTRUCTIONS, TERMS & CONDITIONS SECTION

END OF BID DOCUMENTS