

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

Invitation to Bid

Bid Name:

40006-R0028446 – Respiratory Simulator, Software, Manikin, etc.

Due By & To Be Opened On:

Wednesday, November 20, 2024 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 may be submitted by mail or in person. (All bids must be IDENTIFIABLE PRIOR to any envelope/package opening). The BID NAME and NUMBER must be on the OUTSIDE of the packaging, including any express mail/shipping packaging.**

Faxed or emailed bids NOT accepted.

Mailed bids and hand carried bids shall be sealed and delivered to the person/address in item #1. 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 may 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.)

END OF GENERAL INFORMATION SECTION

SCOPE AND SPECIFICATIONS
40006-R0028446 – Respiratory Simulator, Software, Manikin, etc.

SCOPE and SPECIFICATIONS:

This open solicitation is for the provision, delivery and installation of New Breathing Equipment, Software, etc. for training as listed below or an approved equivalent that must work with existing equipment. The successful bidder shall furnish all supplies upon request to: Delgado Community College, City Park Campus Receiving Dept, 894 Navarre Ave. Bldg 42, New Orleans, LA 70124

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.

1. This bid will be awarded on an ALL or NONE BASIS, No partial bids.

2. **PRICING:** Must be listed on this Bid Form.
 - a. Bidder is to include ALL costs per line items on the below Bid Form, including but not limited to: material/item cost, discounts, rebates, warranty cost, shipping, delivery, installation, 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 surcharges whatsoever.
 - 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.

3. **INSTALLATION:** must be scheduled in advance with Jessica Mire at [jlmire@dcc.edu](mailto:jl mire@dcc.edu)
 - 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. The Vendor signing the bid shall be designated as the Prime Vendor on this bid. The Vendor arranges or handles the physical installation and shall either be responsible for carrying the insurance for additional personnel/businesses completing the installation or the Installer would be responsible for supplying the necessary Insurance requirements as listed in this bid document prior to any work being conducted on premises. Prime Vendor must include with the bid, a list of additional personnel/businesses that will be used.
 - c. No separate purchase order or payments will be issued to the installer. The Prime Vendor is responsible for orders and payments to the installer or any additional personnel/businesses for this job.

4. **QUANTITIES/ORDERS:**

- a. Items must be new and quantities listed in the bid are estimated to be the amounts needed and are not a guarantee of purchase. In the event a lesser quantity is needed, the actual quantity on the Purchase Order shall be purchased. In the event a greater quantity is needed, the right is reserved by the College to increase the quantity for any campus (all located within the greater New Orleans area) at the unit price stated in the bid for up to 3 months after the award.
- b. Bidders are to carefully consider all bid requirements and circumstances prior to submitting a Bid. By submitting a Bid, vendor agrees that they can supply all materials/items as listed within the time frame required and that they agree to abide by all terms and conditions of the Bid. Non-compliance with terms and conditions may result in a termination of the contract.
- c. 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.

5. **DELIVERY:**

- a. Delivery expectations are within Eight (8) weeks of order placement, if not sooner. Advise your ETA on the Bid Form below. Delivery/completion is of the essence and the College reserves the right to award to the Bidder(s) providing the earliest delivery/completion date.
- b. All deliveries must include inside delivery, if required, and not left curbside. Any additional cost associated with inside delivery must be included in the unit price bid. Vendor is solely responsible for offloading of all materials.
- c. If applicable for larger items, please schedule delivery in advance with the Warehouse Receiving Department. Contact person for delivery is: Michael Corley mcorle@dcc.edu, 504-671-6547. The Warehouse accepts deliveries Mon-Thurs between 8AM-2:30PM, they have a dock and a forklift, trucks can be backed up to the door and products can be taken off easily.

6. **SPECIFICATIONS** or approved Equivalent that must work with existing equipment (See Page 11 for equivalent requirements/instructions):

- a. Items must work with the existing equipment: The Servo U Ventilator and the PB 980 Ventilator.
- b. Vendor must unbox, setup, and verify all equipment is in working order within **1-2 weeks after** delivery. Installation charges should be included within each line item, no separate charges, see (2a) above for pricing instructions

c. **LIST OF ITEMS:**

The part numbers listed below are from IngMar Medical and are used for product reference only.

The first 6 items and some of item 9 are based on a package through INGMAR MEDICAL ITEM # 31 30-000 RespiPro Educational Package:

1. The Lungs: ASL 5000 Breathing Simulator:

Simulator must be a high-fidelity, digitally controlled respiratory simulator that allows training for the highest level of patient care, with any ICU ventilator and any mode of ventilation,

- Should include a ventilator-grade spontaneous breathing which means the ventilator cannot tell the difference between the breaths produced by the simulation lungs and those of a real patient.
- Should simulate any respiratory patient scenario using the widest range of resistance, compliance and spontaneous breathing parameters of any simulator including disease states and deteriorating/improving patient states.
- Should be able to build our own patient or run one of 80+ pre-configured patient models (apnea, chronic bronchitis, emphysema, neonatal obstruction, neonatal chronic lung disease, adult severe asthma, pediatric asthma, etc.)
- Should hold a Positive End-Expiratory Pressure (PEEP) at any clinically relevant level, even > 20 cmH₂O.
- Should be able to seamlessly change any lung parameter during the scenario remotely and see adjustments to the patient condition reflected immediately.
- Should have advanced patient modeling including inspiratory vs. expiratory resistance, forced exhalation, and two compartment lung models.
- Reproducible Patients ensure consistent instruction and skills assessment by having clinical simulation which allows the instructor to replicate real-world scenarios in a low-stakes setting to guarantee a consistent student learning experience and also allows the instructor to perform assessment in a controlled environment (i.e. vitals can be replicated, etc).

2. Software/Virtual Ventilator Software:

Software must enhance the use of the Breathing Simulator (lungs) as a ventilator management teaching system to create and control simulations. Features should include:

- Home Dashboard for easy and comprehensive control over all aspects of the simulation
- Robust scenario building environment with unlimited patient conditions and unrestricted scenarios
- Rich debriefing environment including recordings of entire sessions with waveforms and event markers.
- Learner Display to show the Patient Monitor application including vitals, lab results, x-rays and ABG values.
- One (1) software license, able to connect to the breathing simulator (lungs) from two devices.
- Software Updates so software does not become obsolete; i.e., minor enhancements, additions, and substitutions to Software, including corrections and bug fixes provided to licensee at no additional fee.

Scenarios should save instructors time by providing a comprehensive, multi-media package of materials that describes and demonstrates a concept or scenario within the subject of mechanical ventilation.

Must include Virtual Ventilator Software that allows for true-to-life ventilation training. Provide mechanical ventilation training, demonstrate waveform analysis and the fundamentals of patient-ventilator interaction for a remote or in-person audience. Powered by the breathing simulator (lungs) modeling technology.

3. Windows Tablet and Learner Display:

Windows Tablet that has a Dedicated Control Module that allows instructors to stay in control of the simulation, amplify effects, throw learners a curveball, or get the simulation back on track to ensure that learning goals are met.

A learner display that provides learners with a true-to-life patient monitor application including assessments during the simulation. Should include a library of EKG and CO2 waveforms, heart rate, blood pressure, respiratory rate, oxygen saturation, end-tidal CO2, chest x-rays, lab results, and heart, lung, stomach, and bowel sounds.

4. Manikin and Interface Box (breathing simulator):

A Manikin “body” that is capable of training a full range of airway management and CPR skills with an anatomically correct airway, rib cage, “real feel” skin covering, and realistic unilateral and bilateral chest rise.

Must include an Interface Box that is required for the use of the respiratory manikin. The interface box is responsible for driving the manikin’s chest rise as well as the inflation and deflation of both the tension pneumothorax pillows and tongue edema.

Both must work together to create the simulated patient.

Should include tissue sets to allow each learner a life-like and unique experience for training:

- Oral and Nasal Intubation
- Chest tube insertion
- Needle decompression of automated tension pneumothorax
- Needle and surgical cricothyrotomy.
- Percutaneous tracheotomy
- Identification of tracheal deviation and jugular vein distention
- Bag-mask ventilation.
- Inflatable tongue for simulation of difficult airway & breakaway teeth
- Includes hard sided transport case.

5. Advanced Auscultation:

An Advanced Auscultation device (WiFi stethoscope) which enables realistic practice and mastery of advanced auscultation skills critical for diagnosis, by providing lung, heart, stomach, and bowel sounds. The Advanced Auscultation device must work via a WiFi connection with the control tablet: the stethoscope will have the capability to play either: the programmed patient sound from the system library, the instructor can program their desired sounds, or use a scenario-based playlist. This allows the instructor to create realistic simulated scenarios and perform auscultation skill assessments.

6. **Mobile Cart:**

A Mobile Cart that looks and feels like a real ICU bed including mattress and collapsible bed rails. A highly efficient and organized workstation for all components of the manikin for in-situ simulation training, wherever the learners are located. This enables on-site training or the rehearsal of critical patient ventilation using real patient data right in the treatment unit.

7. **Consumables Replacement Items—INGMAR MEDICAL Item # 31 10 865:**

One (1) replacement set of items to allow for repeated use of the surgical interventions that is included in the “tissue replacement sets” listed under: Manikin and Interface Box (breathing simulator),

- Includes overlay neck skin attachments (pack of 5).
- Chest drain insert set.
- Needle decompression inserts (pack of 2).

8. **Uninterruptible Power Supply—INGMAR MEDICAL Item # 31 30 061:**

A tether-less power supply for up to a minimum of an hour. Should support the transport scenarios with the tether-less mobile cart capability.

9. **Training, Consultation and Technical services includes: Customer-Site Training, Remote Clinical Consultation Services, Virtual Training, Support etc.:**

Customer-Site Training:

Must offer customer-site training which shall consist of two consecutive days and a total of 9 hours of CRCE credit is earned through the AARC. A Clinical Educator will guide learners through the methodology and navigation of the software including lung model design, scenario development and execution, debriefing and more.

Technical Setup Call:

Must be able to speak with a Service Technician to ensure the equipment is set up and working properly upon receiving it.

Virtual Training:

Must include virtual trainings that are a minimum of three 2-hour sessions, as described below, with a total of 6 hours of CRCE credit earned through the AARC upon completion of all three sessions. Each session is held remotely via a web conferencing platform and may include up to two other organizations so that we may do training with other purchasers (such as if another college also purchased the same device)

1. Basic Software Use – (2 Hours)
2. Scenario Building Part 1 – (2 Hours)
3. Scenario Building Part 2 – (2 Hours)

After-Sale Account Management and Support:

Must include a dedicated Account Specialist for support, communication and coordination of order confirmation, shipping/ logistics, remote installation, and any

training/ consulting services. The account specialist should also touch base to revisit goals and identify any roadblocks or challenges after set up. This specialist shall provide a resource for program faculty if any additional training or troubleshooting is necessary within two years of purchase.

Should offer remote clinical consultation services and/or virtual training as needed if problems occur after initial training.

10. 2 -Year Service Plan:

Must offer a 2-year service plan that will include a full calibration of product and the shipping cost. The following services will be performed to the breathing simulator (lungs) inspection of the breathing simulator (lungs), calibration with data, replacement of piston seals and lubrication of moving parts.

11. 1-Year Warranty and a 1-Year Extended Warranty:

Product/services must have a minimum of 1-year warranty and a 1-year extension of manufacturer's warranty. Which would cover repairs due to manufacturer's defects or workmanship.

END OF SCOPE AND SPECIFICATIONS SECTION

BID FORM
40006-R0028446 – Respiratory Simulator, Software, Manikin, etc.

Bidder is to include **ALL costs per line items** on this Bid Form, including but not limited to: material/item cost, discounts, rebates, warranty cost, shipping, delivery, installation, 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 surcharges whatsoever.

All items are needed and this bid will be Awarded on an All-or-none basis, No partial bids.

All line items shall be bid or if zero dollars notate an explanation: i.e. “price is included in line item number ?_”

No.	Qty	UOM	ITEM (or Approved Equivalent see page 11)	Model/Brand Bid	TOTAL PRICE
1)	1	EA	The Lungs: ASL 5000 Breathing Simulator		\$ -
2)	1	EA	Software/Virtual Ventilator Software		\$ -
3)	1	EA	Windows Tablet and Learner Display		\$ -
4)	1	EA	Manikin and Interface Box (breathing Simulator and tissue sets)		\$ -
5)	1	EA	Advanced Auscultation		\$ -
6)	1	EA	Mobile Cart		\$ -
7)	1	EA	Consumables Replacement Items IngMar Medical Item # 31 10 865		\$ -
8)	1	EA	Uninterruptible Power Supply IngMar Medical Item # 31 30 061		\$ -
9)	1	LOT	Training, Consultation, and Technical services		\$ -
10)	1	LOT	Cost for a minimum 2-year Service Plan for System.		\$ -
11)	1	YR	Cost for an additional 1-year Extended Warranty for all items (for a total of 2 year warranty).		\$ -

TOTAL BID AMOUNT: \$ _____

After Order is placed - state your DELIVERY DATE/TIMEFRAME _____

After Delivery – state your FINAL INSTALLATION/COMPLETION DATE/TIMEFRAME _____

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

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 **Friday, November 8, 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/part number 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.

Items must work with existing equipment.

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.

QUALIFICATIONS OF BIDDER:

Bidder's Must be in business of selling the requested or similar supplies and/or engaged on a regular basis in performing work of a similar scope and nature to the work specified, with a minimum of five (5) years successful experience.

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.

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 may 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 costs associated with, supplying and installing a finish product, including but not limited to: item cost, discounts, rebates, warranty costs, shipping, handling, materials, installation, 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.

ORDERS & SHIPPING:

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.

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. NOTE: If shipping to our City Park Campus, the ship to address will be to the warehouse (unless otherwise noted on PO) at 894 Navarre Ave Bldg 42 New Orleans, LA 70124.

Successful bidder will be responsible for shipping the materials to the Campus location designated by the College. Materials are to be off-loaded by the shipper and include inside delivery to each campus' receiving area if required. 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 immediately replace it in accordance with the contract timeframe. The cost to send back any damaged merchandise is at the expense of the Bidder.

MODIFICATIONS OF MATERIALS, LOCATIONS and/or SERVICES:

We do not anticipate many changes to this contract.

The College reserves the right to change locations (all within the Greater New Orleans area) and to adjust quantities as needed without change in price for up to 3 months after award.

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.

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/her subcontractors are properly licensed and insured and adhere to all rules and responsibilities as outlined in the bid documents.

INSURANCE:

Insurance Certificates and Indemnification Agreement are mandatory prior to any work/services being conducted on any Delgado Community College premises.

Bidders are to comply with the insurance requirements as stated below. The provided indemnification form (*Attachment A*) must be completed and submitted with your bid. Failure to comply with these requirements will result in disqualification of your bid.

The successful bidder will be responsible for ensuring that Delgado receives the required insurance certificate after the notice of award (as per terms and conditions) in a timely manner in order to meet the required work/completion expectancy timeframe. No work may commence until a proper/completed insurance certificate is received by the Purchasing Department.

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 a guarantee of purchase. In the event a lesser quantity is needed, the actual quantity on the Purchase Order shall be purchased. 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 up to 3 months after the award.
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.

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage's

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. ACCEPTABILITY OF INSURERS

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

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

E. VERIFICATION OF COVERAGE

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

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event the Contractor/Vendor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor/Vendor, its owners, agents and employees will have no cause

of action against, and it will not assert a claim against the State of Louisiana, its departments, agencies, agents and employer, whether pursuant to the Louisiana Workers Compensation Act, or otherwise under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor/Vendor, its owners, agents and employees. The parties further agree that the Contractor/Vendor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

END OF INSURANCE REQUIREMENTS FOR VENDORS SECTION

ATTACHMENT A: INDEMNIFICATION AGREEMENT
40006-R0028446 – Respiratory Simulator, Software, Manikin, etc.

_____ **{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-R0028446 – Respiratory Simulator, Software, Manikin, etc.

(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