

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

Invitation to Bid

**Bid Name:
R0028672 – Critical Power Solutions
UPS Battery Replacement**

**Due by & to be opened on:
December 2, 2024 at 2:00PM CST**

**Contact Person:
Adrienne Harris
Assistant Director of Purchasing
(504) 762-3028**

Name of Company

Address

City, State, Zip

Phone Number

Fax Number

Email

Signature of Company Representative

Name (Printed) & Title of Company Representative

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

I. GENERAL INFORMATION

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

Delgado Community College
O'Keefe Administration Building
501 City Park Avenue, Building 37
New Orleans, La 70114-6222
Email: aharri@dcc.edu
Fax: (504) 762-3089

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents.

Bids may be submitted by mail or in person. Mailed bids and hand carried bids shall go to the address in item #1. Do not leave hand carried bids at the front desk. If bids are delivered via an express mail carrier, the bid name shall be on the outside of the packaging. Please note that express mail or USPS carriers may not deliver directly to 501 City Park Avenue. The bidder/proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to 501 City Park Avenue.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

7. Proposer or bidder, contractor, etc. certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

II. BID FORM

R0028672 – UPS Battery Replacement

SCOPE OF WORK:

Delgado Community College is seeking bids from qualified vendors for the purchase and installation of new batteries and a full AC/DC cap replacement for an uninterruptured power supply (UPS) located in its Office of Information Technology Datacenter on the City Park Campus in New Orleans, LA.

Existing UPS unit and UPS Battery Cabinet specifications are as follows:

- **UPS Model:** MGE Comet 80KVA 208V UPS; **Product #:** 72-160250-22
- **Battery Cabinets (3):** BATT CAB UPS12-270 ADJ 100/150; **Product #:** 72-160250-11

MATERIALS REQUESTED:

No.	Qty	UOM	Item & Model/Part No	Model/Brand Bid	Unit Price	Total Price	Delivery ETA
1)	1	EA	Modular Battery Replacement Service 12 X SYBT4 Part No: WMBRS12-MB-T4 Note: Model: Symmetra PX 40kW Scalable to 40kW N+1 208V Serial No: QD1838240365				
2)	1	EA	Scheduling Upgrade to 7X24 for MBRS Part No: WUPGMBRS7X24-MB-00 MFG No: SEC-APC				
3)	1	LOT	Installation Labor				
4)	1	LOT	Freight/Shipping				

NOTE: Bidders should be aware that Delgado Community College does not have a freight delivery dock available. The Datacenter where the UPS unit is located is on the 2nd floor of the building where a freight elevator will be made available for delivery to the installation area.

TOTAL AMOUNT BID FOR ALL WORK CONTAINED IN BID: _____

NOTE: All shipping, handling, setup, or any other charges necessary for the provision and delivery of these goods and/or services must be included in your bid. The College will not pay for any charges invoiced other than the unit price as stated on the bid.

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

Signature _____

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

III. REQUIREMENTS & INSTRUCTIONS

- The batteries and additional replacement parts must be compatible with the UPS model listed above and carry a minimum of one (1) year full replacement warranty to include labor.
- Successful bidder must provide a qualified service engineer to perform the requested work.
- Coordination and scheduling of work is to be coordinated with the College's representatives to avoid disruption in service.
- Successful bidder must test and inspect the UPS along with the College's representative prior to the re-start of the equipment.
- Bidder must be licensed in accordance with all rules & regulations as required by the State of Louisiana as it pertains to this work.
- Bidders must be authorized dealers, able to purchase, distribute and install all items specified with this project.
- Work must be completed within four (4) weeks from the issuance of the purchase order or notice to proceed to complete the project.
- Any questions arising from the specifications must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **November 25, 2024 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. All addenda must be acknowledged by the bidder.
- Bids must be sealed with the Bidder's name, license number along with the name and number of the bid clearly written on the front of the envelope. Bids received without this information will be automatically disqualified.
- Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to Delgado Community College physical location directly to the College's contact person in the **Purchasing Department by 2:00PM** no exceptions. Delgado Community College is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.
- Bidders are to comply with the insurance requirements as stated in the special conditions of the bid. The provided **indemnification form** (see section VI) 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 expectancy timeframe. No work may commence until a proper certificate is received.
- Items not listed but necessary for completion of the job shall be furnished as part of the bid. Additional costs disclosed later will be at the expense of the vendor.

* End of Section

IV. SPECIAL CONDITIONS

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

All bids must be submitted on the form(s) 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 the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

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.

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.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informalities.

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.

2. 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.
3. If item(s) or services bid do not fully comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
4. 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.
5. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to

be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Vendor must state the brand/model he or she is bidding on each item.

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

6. If a vendor wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet must be submitted with the alternate.
7. Bids must be submitted in a sealed envelope with the bidder's name, license number, if applicable, and the name and number of the bid written on the front of the envelope. Bids received without this information will be 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).

8. Any questions arising from either the specifications and/or jobsite visit must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **December 2, 2024 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. All addenda must be acknowledged by the bidder with the bid.

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.

9. The above quantities are estimated to be the amounts needed. 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.
10. 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.
11. 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.
12. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
13. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in your bid. Otherwise it will be interpreted that you are quoting as specified.
14. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.

15. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
16. 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.
17. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College.
18. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
19. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
20. Vendors 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.
21. Items furnished shall be delivered to the College, uncrated, set in place, installed (if requested), and all debris removed by the Vendor.
22. Scope of Work: work shall include all labor, materials, and services required to produce a completed repair/installation which is acceptable to the College.
23. 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.
24. Bidder must be able to provide a project timeline if requested by Delgado Community College.
25. Vendor compliance with the attached insurance and indemnification requirements is mandatory. A completed copy of the **indemnification agreement** must be submitted with the bid. Failure to do so will result in immediate disqualification of the bid. Upon award, a certificate of insurance must be submitted to Delgado Community College, delineating Delgado Community College as the certificate holder prior to the commencement of any work.
26. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the work area is left in good order, clean, and materials properly installed.

**** End of Special Conditions**

V. 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.

VI. INDEMNIFICATION AGREEMENT

_____ **{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

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

***** End of Bid Documents**