

**Delgado Community College
Purchasing Department
501 City Park Ave, Bldg. 37
New Orleans, Louisiana 70119
(504) 762-3031**

Invitation to Bid

Bid Name:

40006-90

Recharging of Fire School Cylinders

To Be Opened On/Bid Due Date:

June 25th, 2020 at 2:00PM

Contact Person:

Adrienne Harris

Assistant Director 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
Purchasing Department
501 City Park Avenue, Building 37
New Orleans, La 70119
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.

2. Sealed bids may be submitted by mail or in person. Mailed bids and hand carried bids shall go to the address in item #1. If hand carried, Bids are to be delivered to the attendant at the front desk. Do not leave on counter unattended. The bid name and number shall be on the outside of the packaging, including express mail. 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
40006-90
Recharging of Fire School Cylinders

SCOPE OF WORK:

SUCCESSFUL VENDOR WILL PROVIDE THE DELGADO MARITIME AND INDUSTRIAL TRAINING FACILITY, LOCATED AT 13200 OLD GENTILLY ROAD, NEW ORLEANS, LA WITH PROVISION AND RECHARGING OF VARIOUS TYPES OF CYLINDERS USED ON A REGULAR BASIS IN THEIR TRAINING PROGRAM(S), (SEE ATTACHED BID SCHEDULE).

CONTRACT PERIOD:

CONTRACT PERIOD SHALL BE FROM JULY 1, 2020 THROUGH JUNE 30, 2021. THE CONTRACT MAY BE RENEWED FOR TWO (2) ADDITIONAL TWELVE-MONTH PERIODS UPON MUTUAL AGREEMENT BETWEEN BOTH PARTIES, AT THE SAME PRICES, TERMS, AND CONDITIONS OF THE ORIGINAL BID.

CONTRACT AMOUNT:

NO SPECIFIC QUANTITIES OR AMOUNTS ARE GUARANTEED. WE ESTIMATE THE CONTRACT TO BE APPROXIMATELY \$20,000 PER ANNUM. THE COLLEGE RESERVES THE RIGHT TO ADD OR SUBTRACT CYLINDERS/CARTRIDGES/FIRE EXTINGUISHERS AS THE COLLEGE DEEMS NECESSARY.

CERTIFICATION:

ALL BIDDERS MUST BE QUALIFIED BY THE STATE FIRE MARSHALL TO PROVIDE THE SERVICE(S) REQUESTED, AND PROOF OF THIS CERTIFICATION MUST BE PROVIDED WITH THE BID. FAILURE TO PROVIDE PROOF OF CERTIFICATION WILL BE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF THE BID.

DELIVERY OF SERVICES:

THE COLLEGE WILL REQUIRE PICK-UP WITHIN SIX (6) HOURS OF NOTIFICATION, AND WILL REQUIRE NEXT DAY DELIVERY. PLEASE NOTE THAT THE COLLEGE MAY REQUIRE DROP-OFFS SEVEN (7) DAYS A WEEK, INCLUDING HOLIDAYS. SUCCESSFUL VENDOR SHALL BE PREPARED TO MEET THIS SCHEDULE.

CYLINDERS/CARTRIDGES/FIRE EXTINGUISHERS:

SUCCESSFUL VENDOR WILL BE RESPONSIBLE FOR RECHARGING ALL OF THE COLLEGE'S NITROGEN CYLINDERS AND CO2 FIRE EXTINGUISHERS COVERED IN THIS CONTRACT. VENDOR WILL PROVIDE CARTRIDGES FOR THE ANSUL/BADGER CARTRIDGE OPERATED DRY CHEMICAL FIRE EXTINGUISHERS. ADDITIONALLY, STORED PRESSURE EXTINGUISHERS ARE REQUIRED TO BE READY FOR USE IN FIRE TRAINING. TEN POUND STORED PRESSURE EXTINGUIDHERS ARE TO BE PROVIDED BY THE VENDOR AND DRY CHEMICAL AGENT WILL BE PROVIDED BY DELGADO MARITIME AND INDUSTRIAL TRAINING FACILITY. SPENT STORED PRESSURED EXTINGUISHERS WILL BE FILLED AND CHARGED BY THE VENDOR USING PROVIDED DRY CHEMICAL AND RETURNED TO THE FACILITY IN A TIMELY MANNER. A MINIMUM OF 50-10 POUND EXTINGUISHERS ARE REQUIRED TO BE AT THE FIRE FACILITY AT ANY GIVEN TIME. IT WILL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO MAINTAIN THIS INVENTORY DURING THE CONTRACT TERM. THE CARTRIDGES WILL BE THE SOLE PROPERTY OF THE VENDOR. VENDOR WILL

LEAVE ONE HUNDRED CARTRIDGES ON SITE AT ANY GIVEN TIME FOR COLLEGE USE. QUANTITIES/TYPE OF CARTRIDGES TO BE LEFT WILL BE AT THE REQUEST OF FIRE SCHOOL PERSONNEL.

INSURANCE:

INSURANCE, AS PER THE ATTACHED INSURANCE REQUIREMENTS ARE A PART OF THIS BID, AND EVIDENCE OF SUCH MUST BE GIVEN BEFORE WORK MAY COMMENCE.

BID SCHEDULE

1. PROVISION OF K-30 CO2 CARTRIDGES (PROPERTY OF VENDOR)

STATE PRICE EACH HERE: _____

2. PROVISION OF K-20 CO2 CARTRIDGES (PROPERTY OF VENDOR)

STATE PRICE EACH HERE: _____

3. PROVISION OF 10LB STORED PRESSURES EXTINGUISHERS (PROPERTY OF VENDOR)

STATE PRICE EACH HERE: _____

4. PROVISION OF USE TO FILL STORED PRESSURED EXTINGUISHERS WITH DRY CHEMICAL
(PROPERTY OF COLLEGE)

STATE PRICE EACH HERE: _____

5. RECHARGING OF 23 CU. FT. NITROGEN CYLINDERS (PROPERTY OF COLLEGE)

STATE PRICE EACH HERE: _____

6. RECHARGING OF 15# CO2 FIRE EXTINGUISHER (PROPERTY OF COLLEGE)

STATE PRICE EACH HERE: _____

7. PLEASE STATE ANY OTHER ADDITIONAL CHARGES: _____

THE COLLEGE WILL NOT BE CHARGED WITH ANY ADDITIONAL FEES UNLESS SPECIFIED IN THIS SECTION.

8. I CAN MEET THE PICK-UP/DELIVERY REQUIREMENTS (CHECK ONE)

YES _____ NO _____

9. I CAN PROVIDE 100 CYLINDERS TO THE COLLEGE AS PER THE SPECIFICATIONS (CHECK ONE)

YES _____ NO _____

III. REQUIREMENTS & INSTRUCTIONS

- Any questions arising from either the specifications must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **June 17th, 2020 at 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.
- Bidder must be licensed in accordance with all rules & regulations as required by the State of Louisiana as it pertains to this work.
- Bidders are to comply with the insurance requirements as stated in this bid. Failure to comply with this requirement 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.
- All shipping, handling, materials, labor or any other charges necessary to compete this job must be included in amount bid.

** 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. Award to be made on an all-or-none basis.
5. 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.

6. 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 and delivery package**. 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).

7. At the option of the College and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same prices, terms, and conditions. Contract extension may not exceed thirty-six (36) months.
8. Any questions arising from either the specifications must be addressed in writing and will be answered via an Addendum. All questions must be submitted no later than **June 17th, 2020 @ 12:00PM CST**. A final 48-hour period after the issuance of the Addendum will be granted for questions which are directly related only to the answers provided in the Addendum.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. The Bidder must acknowledge by signing and submitting with their bid, all issued Addenda. Failure to sign and 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>

9. Bid openings are subject to any in place Executive Order or revised statute as it pertains to the current pandemic.
10. 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.
11. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
12. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
13. 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.
14. 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.

15. The continuance of the agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 950 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 agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
16. The College may terminate the agreement at any time by giving thirty (30) days written notice to the Vendor of such termination or negotiating with the Vendor an effective date. The Vendor shall be entitled to payment for deliverables/services in progress, to the extent work has been performed satisfactorily.
17. 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.

***** 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 owners, and agents. Contractor/Vendor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless form 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.

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***