

STATE OF LOUISIANA
GRAMBLING STATE UNIVERSITY
GRAMBLING, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
IFB- 50018-240025
McCall Dining hall Boiler Replacement

ISSUING AGENCY: Grambling State University
Purchasing Department
403 Main Street, Purchasing BLG
Grambling, La 71245

ACTING PURCHASING DIRECTOR: Erin Walker
Telephone: 318.274.3280 (o) | walkere@gram.edu (e)

REQUISITIONED BY: Damien Chatman
Telephone: 318.274.3136 (o) | chatmand@gram.edu (e)

RELEASE DATE: January 19, 2024

MANDATORY PRE-BID MEETING: January 30, 2024

MANDATORY LOCATION: McCall Dining Hall, 403 Main Street, Grambling, La 71245

BID OPENING DATE: February 6, 2024

BID OPENING TIME: 9:00 a.m., Central Time

BID OPENING LOCATION: GSU Purchasing Teleconference: Number 1-917-900-1022,
Conference ID: 5600581#

This ITB is available in electronic form by emailing purchasingbids@gram.edu. It is the Bidder's responsibility to check for any possible addenda that may be issued.

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	GRAMBLINGSTATE UNIVERSITY REQUEST FOR QUOTATION	DATE: January 19, 2024	Date and Time by Which Quotation Must be Returned: February 6, 2024 9:00 am
	<u>Facilities Department</u> Department	TO THE VENDOR: To be returned on or before date specified above to: GRAMBLING STATE UNIVERSITY PURCHASING DEPARTMENT Website: Purchasingbids@gram.edu	
Name and Address of Vendor (Firm or Individual) <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASEREQUISITION NO. R00 BID 50018-240025 P. O. No.			

INSTRUCTIONS TO BIDDERS:

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREIGHT ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO
6. L.R.S. 39 :15 51 -1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
7. THIS IS A SEALED BID and MUST BE EMAILED TO THE GSU PURCHASING DEPARTMENT VIA EMAIL ACCOUNT:
Purchasingbids@gram.edu
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID NUMBER.
9. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.
10. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVE COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASE COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL.
11. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPEWRITTEN.
12. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

For questions regarding this bid, please contact Erin Walker at **318.274.3280**

TO THE VENDOR:	THIS QUOTATION IS SUBMITTED BY
Bid Bond of 5% will be required with submission of bid.	Name of Vendor (Firm or Individual) _____
Performance Bond of 50% will not be required before project begins.	Signature _____
Recommended Site Visit: January 30, 2024	Name (Printed) _____
Deadline to Receive Inquiries: February 1, 2024	Telephone # _____
Deadline to Respond to Inquiries: February 2, 2024	Fax # _____
Bid Opening: February 6, 2024, 9 am CST	Email Address _____

Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smalle".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each to the GSU Purchasing Department along with the Clear Lien.

The statutes (LA R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at www.legis.la.gov; and the statutes (LA R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at www.legis.la.gov. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service- Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./Date of certification.: _____

TO: Grambling State University_
Purchasing Dept
GSU P.O. Box 4269.
Grambling, La 71245

BID FOR: McCall Dining Hall Boiler Replacement
Bid No.: 50018-240025

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **Grambling State University** and **dated: January 19, 2024.**

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

TOTAL BASE BID: For all work required by the Bidding Documents for the **McCall Dining Hall Boiler Replacement**

we bid the sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

FAX NO.: _____ **EMAIL ADDRESS:** _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

*The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

****A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38.2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Grambling State University. The contents of this ITB and the Bidder / Vendor / Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana 'Purchasing Rules and Regulations', and Louisiana Revised Statutes 39:1551-1738. These documents may be reviewed in the GSU Purchasing Department or in the Purchasing Building on the GSU campus during regular business hours.

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be signed by an authorized representative of the bidding entity. Bid prices to be typewritten or in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE.

The Bidder must submit one (1) signed bid response form with any required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids may be rejected.

SEALED BID

The entire bid shall be sealed. Bids submitted in envelope should be sufficiently identified to avoid premature opening of the bid response. The name and address of the Bidder should appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

BIDS BINDING

All formal bids shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

All bid responses shall become a matter of public record at public opening. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid response whether labeled confidential or not.

BIDS DUE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bids. Withdrawal notification must be by signature and received by the GSU Purchasing Department prior to the designated deadline for return of bids.

Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the receipt of bids. However, written request (letter or email) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever. prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

Deadline for electronic emailed bid submissions shall be on February 6, 2024 by 9 A.M., and read aloud via GSU Purchasing Teleconference: Number 1-917-900-1022, Conference ID: 5600581#

All copies of each bid must be received by electronic copy to PurchasingBids@gram.edu, on or before the date and time specified in the Advertisement for Bids: Bid # _____ Bid Submission – [Bidders' Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of ___" included at the end of each original Subject Line (e.g. ITB # _____ Bid Submission – [Bidders' Name] – Part 1 of 3).

E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Grambling State University assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged. Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and faxed to the Director of Purchasing.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID GUARANTY

When specified elsewhere in the solicitation (bid response form), a bid bond, cashier's check, or certified check, made payable to Grambling State University, for the amount specified, must accompany the bid response.

The bid guaranty shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranty or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the University. The University shall have the right to retain the bid guaranty of all Bidders until either (a) the successful Bidder has satisfied all ITB requirements and the contract has been executed, or (b) all bids have been rejected. Only bid guarantees in check form will be returned to Bidders.

PERFORMANCE BOND

When specified elsewhere in the solicitation (bid response form), the successful Bidder shall furnish a Performance Bond in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Award). Performance bond shall be made payable to Grambling Louisiana University in the amount specified. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force. The bonds shall secure for the University the prompt and faithful performance of the Contractor in strict accordance with the contract.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from parish and city taxes.

BID AWARD

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The lowest responsible and responsive Bidder will be determined by the bid prices for parts A and B. The Bidder should be relatively competitive in relation to other Bidder prices.

BID PRICES

The prices bid shall be firm to cover all labor, materials, services, supervision, bonds, insurance, transportation and any other costs necessary to execute the designated security services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes.

BID PRICES REQUIRED

PART A. – Furnish bid price for McCall Dining Hall Boiler Replacement

CANCELLATIONS

For events canceled with at least 72 hours' notice, no compensation will be received. For events canceled less than 72 hours of scheduled start time, the event will be billed for four hours per guard assigned to the event.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this solicitation and any resulting contract.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University Police Department (318-274.2222) and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed. Any attempted assignment under the contract shall be void and of no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the Contractor's bid response and the Contractor's performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contractor shall execute a contract with the University, in the form prescribed herein by the University, no later than the expiration period for furnishing verification of insurance coverage. The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which Contractor is not the patentee, assignee, or licensee.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, 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, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES

The Contractor should visit the site of the proposed service, inspect the site, utilities, equipment, and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

INSURANCE

The Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in

limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the University.

KEYS

The Contractor shall be responsible for all keys issued to him. Keys shall not be left in locks and shall not be used to admit anyone except designated authorized personnel on the specified dates of the contract. In the event of loss of any keys, the Contractor shall reimburse the University in whole or in part to correct any breach of security in the facility or facilities. The University reserves the right to hold or deduct any costs from payments due the Contractor to insure reimbursement for the security breach caused thereby.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Contractor pursuant to the terms of the contract. If any such lien shall at any time be filed against the University's premises in connection with the contract and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to Grambling State University, Purchasing Department, GSU Box 4269, Grambling, LA 71245.

PAYMENT

As work progresses, the Contractor shall render invoices based upon the amount of service completed at the end of each event. An original invoice and one duplicate should be forwarded to the University's

Controller's Office by the 30/31st of each month. Stated contract work completed shall be subject to the review of the University Facilities Management Department and forwarded to Accounts Payable (acctpayable@gram.edu) for payment processing. Payment shall be by ACH Direct Pay form will be provide to the awarded Contractor.

PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and University Police Officers.

The Contractor agrees that Grambling will issue an adequate number of event day parking passes in a designated area for the purposes of parking during working hours only.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises.

The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

The Contractor shall not allow any party under 18 years of age or any party that is not on the Contractor's payroll in any facility at anytime.

PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

SAFETY

The Contractor, its agents and employees shall practice safe work habits. The Contractor is to provide

training to their security officers which specifically addresses CPR/Basic First Aid, Recognizing Dangerous Substances/Devices, Identifying Security Threats, Legal Authority & Limitation Issues, Dealing with Threatening Persons, Circumventing Security Measures, Crowd Management, Security Communication, Emergency Response, Basic Terrorism Awareness, Incident Command – Basic, Sports Event Risk Management – Basic. The Contractor shall ensure that all employees complete Clery Act Campus Security Authority Training with the University Police Department each August and/or upon hire of any new employees throughout the term of this contract.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUPERVISION

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the contract.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of the contract period. Any contract cancellation shall be served by registered or certified

mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail

USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

SMALL BUSINESS INFORMATION

Notice of Special Programs Available for Small Business:

<https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business>

PIGGY BACK

Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

ADDITIONAL REQUIREMENTS

EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide at a minimum the following commercial equipment in operating condition for its security personnel: communication radios for each assigned security person and two additional communication radios for University Police Department representatives.

EQUIPMENT AND SUPPLIES TO BE PROVIDED BY THE UNIVERSITY

The University is not responsible for furnishing any equipment or supplies to the Contractor and/or their employees.

MANAGEMENT

The Contractor shall submit, in writing, the name(s) of all personnel assigned to each game at least five (5) business days prior to each event..

PERSONNEL

The University reserves the right to require the Contractor to remove any employee under the contract when the University deems it to be in the University's best interest.

The contractor shall distinguish security personnel by the use of company identified uniforms. Identification clothing shall be consistent in color and worn at all times. Provide all security officers uniforms according to standards set by LA Board of Private Security Examiners to include a uniform shirt, pant, cap, bomber jacket or wind breaker & raincoat.

SCHEDULING OF SERVICES

The Contractor shall perform the services contemplated in this ITB during the assigned times. The Contractor shall meet with the University Police Department representative to work out the shift schedule of employees.

The Contractor shall furnish, in writing, a final shift schedule. This information shall be submitted to the University Police Department representative 5 business days prior to each event.

SUBCONTRACTORS

The Contractor shall perform all portions of the specified Work without the use of subcontractors.

Grambling State University
McCall Dining Hall

SCOPE

- McCall Dining- Demolition-Remove boiler closest to the double doors.
- Install new Seller's steam boiler. 125 horse powered boiler 3 to 1 turn down. Sized by Louisiana Steam.
- Install boiler feed and pump systems. Sized by Louisiana steam. The new boiler system will require shutdowns to make tie ins for the new system. The new boiler will work in concert with the old boiler.
- The new boiler system will have Bacnet controls added for integration into the building automation system. Building control systems will be by others.
- All connections and flues will be installed by contractor. The flue system extending above the roof line shall be a new pipe, collar, and cap. All new flue systems.
- Replace all condensate piping in the mechanical room.
- All piping extending outside of mechanical rooms will be extended to ground level to ensure that when boiler is blow down to remove condensable it will now scald people walking the area.
- All piping will have two-inch fiberglass insulation. Flow arrows will be installed, and piping marked.
- All boilers will have a gas kill switch installed at the doors exiting the mechanical room doors per fire marshal.
- All construction debris will be cleaned up daily.
- Any electrical hookups will be part of the mechanical contractor's contract.
- All boilers will have bac-net hookups for controls.
- Davis Bacon ACT wage guidelines will be followed.
- All welded modifications to the gas pipe will be done by a certified welder. Paperwork will be handed over to the Physical Plant director to be delivered to department of natural resources.
- All shutdowns will be approved by the VP and Physical Plant Director.
- All equipment will be energy efficient and meet the Entergy solutions criteria for rebates.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

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

B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Bidder shall be required to execute the below Indemnification Agreement as part of the ITB Requirements.

INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, 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 CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Grambling State University
State Agency Name

PURPOSE OF CONTRACT: McCall Dining Hall Boiler Replacement

Definitions

- (1) "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.
- (2) "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.
- (3)(a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.
 - (b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.
 - (c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.
- (4) "Contractor" means any person or other legal entity who enters into a public contract.
- (5)(a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.
 - (b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.
- (6) "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.
- (7)(a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:
 - (i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,
 - (ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or
 - (iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.
 - (b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:
 - (i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.
 - (ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.
- (8) "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.
- (9) "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.

(10) "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

(11) "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

(12) "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

(13) "Responsive bidder" means the apparent low bidder who submits the proper information or documentation as required by the bidding documents within the ten-day period

(14) "Responsible bidder" means contractor or subcontractor who has an established business and who has demonstrated the capability to provide goods and services in accordance with the terms of the contract, plan, and specifications without excessive delays, extensions, cost overruns, or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which such contractor or subcontractor was found to be at fault. Responsible Bidder will have a negotiable net worth, or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the bid submitted by such bidder. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

(15) "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.