



INVITATION TO BID

Bid Number: 50018-240037 DATE: APRIL 24, 2024
TITLE: GRADUATION AND MEDALLIONS PRODUCTS

**SUBMIT BID TO: Grambling State University
Purchasing Department**
purchasingbids@gram.edu

**To maintain the integrity of the bid process,
please do not cc any other University email
address when submitting your bid.**

Purchasing Department Contacts:
Erin Walker (318-274-3280)
walkere@gram.edu

BID SCHEDULE: MAY 16, 2024

DUE DATE/TIME (*email only*): MAY 16, 2024 BY 2:30 PM CST

BID OPENING (*Zoom*): MAY 16, 2024 AT 2:35 PM CST

MEETING ID: 824 1543 3199 PASSWORD: 149143

<https://us06web.zoom.us/j/82415433199?pwd=icn1P998b1kXv5jGqRyM0juQcl6bZv.1>

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Grambling State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays. It is the responsibility of the Supplier to ensure the bid is received by GSU Purchasing by the indicated due date and time. Any delays that may occur in transmission of the bid is the responsibility of the supplier. A bid will be considered late if it is not received at the "Submit Bid TO" email address by the indicated due date and time.
3. The maximum email attachment size accepted is 125 MB. It is the supplier's responsibility to ensure bid submission is sized such that it is successfully transmitted and received by GSU. If the bid response is too large to be emailed as one document, the bid must be sent as separate documents. Each submittal should be labeled. (Example – Bid Submittal 1 out of 3 for IFB-50018-24XXXX - Title; Bid Submittal 2 out of 3 for IFB-50018-24XXXX - Title, etc.). If any submittal is received late, GSU will not consider the late submittal(s). Only the submittal(s) received by the due date and time will be considered. Late bids will not be accepted per
4. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
 - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commended listed in the most current partnership records on file with the secretary of state; or
 - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or

(3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.

5. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
6. Read the entire solicitation, including all terms, conditions and specifications.
7. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
8. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Grambling State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Grambling State University purchase order are subject to rejection and non-payment.
9. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
10. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to **increase or reduce** quantity as needed if in the best interest of the University.
12. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashier's check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury

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al Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: **No**

PERFORMANCE BOND REQUIRED: **No**

PURCHASE WILL BE EXECUTED WITH: X Purchase Order Only

Purchase Order and Formal Two-Party Contract

Formal Two-Party Contract Only

ADVERTISEMENT

April 24, 2024

PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, GRAMBLING STATE UNIVERSITY, Grambling, La. On May 16, 2024 by 2:35, P.M. for: "Bid Number 50018 -240037–Graduation and Medallions Products"

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, GRAMBLING STATE UNIVERSITY, Grambling, La. To obtain a copy of the specifications from Grambling State University, call (318)-274-3280 or e-mail walkere@gram.edu.

Bids must be returned to the Purchasing Office at purchasingbids@gram.edu by the due date and time referenced. Bids must be submitted on the forms enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

Evidence of General Liability Insurance, Auto Liability Insurance, and Workers Compensation Insurance required for this contract.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days. The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S.

39:1594(C)(4). An Equal Opportunity Employer.

GRAMBLING STATE UNIVERSITY
GRAMBLING, LOUISIANA

Erin Walker
Director of Purchasing

TO APPEAR:4/24/2024

BID DUE: 5/16/2024

STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Grambling State University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to purchasingbids@gram.edu. When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Grambling State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Grambling State University Purchasing at the email address on page 1 of this solicitation. Written inquiries must be received in the Grambling State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Grambling State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Grambling State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Grambling State University Purchasing Department, to identify if any addendums were issued. Grambling State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Grambling State University Purchasing at the email address shown in header.
5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Grambling State University Purchasing Department in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall

be considered as offering the exact product specified in the solicitation.

7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by Grambling State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save Grambling State University harmless. Descriptive Information: Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Grambling State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

8. **Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. Grambling State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. Grambling State University Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

13. **Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Grambling State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. **Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. **Vendor Forms/ Grambling State University Signature Authority:** The terms and conditions of the Grambling State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's has assigned delegated authorities to execute/sign any vendor contracts, forms, etc., on behalf of Grambling State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Grambling State University policy may face contract cancellation, suspension, and/or debarment.

13. **Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Grambling State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.
14. **Acceptance of Bid:** Only the issuance of an official Grambling State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Grambling State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
15. **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
16. **Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Grambling State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Grambling State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment. **Testing/Rejected Goods:** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. Grambling State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.
17. **Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Grambling State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Grambling State University reserves the right to cancel the order and to make alternative arrangements to meet its needs. All deliveries **must** go to: **Property and Receiving, 407 Central Ave., Grambling, La 71245.**
18. **Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Grambling State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
19. **Vendor Invoices:** Invoices shall reference the Grambling State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
20. **Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom.
21. **Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Grambling State University Purchasing Department. Unauthorized assignments of contract or assignments of

contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by Grambling State University in any dispute arising therefrom.

22. **Contract Cancellation/Termination:** Grambling State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- Grambling State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
23. **Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.
24. **Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
25. **Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence. Certification of No Suspension or Debarment: By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.
26. **Substitution of Personnel:** If applicable, the University intends to include in any contract resulting from this IFB the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.
27. **Insurance Requirements:** Please note insurance requirements section included in these bid specifications. **If applicable** to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Grambling State University as an additional insured, and grant a waiver of subrogation on all liability policies.
28. **Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the

successful Bidder is issued three or more complaints of nonperformance, Grambling State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

29. **Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:

- | | |
|--------------------|------------------------|
| New Year's Day | Juneteent |
| Martin Luther King | h July 4 th |
| Day Mardi Gras Day | Labor Day |
| Good Friday | Thanksgiving |
| Memorial | Day Christmas |
| Day | Day |

NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.

30. **No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.
31. **Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Grambling State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
32. **Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Grambling State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by Grambling State University Purchasing Department and issuance of a formal Grambling State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

33. **Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed **Twelve (12)** months, unless renewal terms are specified in the solicitation documents.

All terms of the solicitation shall be firm for the duration of Contract.

34. **Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non- appropriation of funds. Number of Bid Response Copies: Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

35. **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:** In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

36. **PRE-BID MEETING:** A MANDATORY PRE-BID MEETING **Non/Applicable**. **La. R.S. 38:2212.H; Bidders must attend (and stay at) any mandatory pre-bid meeting.**

37. **SITE VISIT/CONTACT INFORMATION:** It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact the Grambling State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the

correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.

- 38. PIGGY BACK CLAUSE:** Grambling State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Grambling State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Grambling State University shall not be responsible for any such purchases.
- 39. STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS:** If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE: If insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate, and in the specification provided with these bid documents.** Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

purchasingbids@gram.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

walkere@gram.edu

Do not email bid submissions this address.

To contact Purchasing by phone: 318-274-3280

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Grambling State University

Purchasing Department

PO Box 4269

Grambling LA 71245

By Courier Service: Grambling State University

Purchasing Department

PO Box 4269

Grambling, LA 71245

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Grambling State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Grambling State University.

IMPORTANT NOTES:

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY GRAMBLING STATE UNIVERSITY.**
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
- 4. GRAMBLING STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
- 5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
- 6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
- 9. TAX EXEMPTION: *Grambling State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Grambling State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

BID SPECIFICATIONS

SUMMARY:

WHEREAS, the parties desire to enter into for the manufacture and sale of the Products identified on Schedule A, attached hereto and incorporated herein by reference (the "Products"); and

WHEREAS, the parties desire to provide herein all appropriate consents, terms and conditions necessary to carry out the purpose of.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Contractor will provide the exclusive manufacture, distribution, sale and servicing of the Products for the Customer during the Term (as defined in Section 2 below) hereof. The Customer agrees that the Contractor shall be the exclusive supplier of the Products during the Term.
2. The initial term ("Initial Term") of this shall be from the Effective Date to and through. The parties may renew for two (2) additional one (1) year terms in a writing setting forth their consent thereto (each, a "Renewal Term"). The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."
3. The Products provided hereunder shall be of good quality and workmanship. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All rings or other jewelry sold by Contractor to consumers shall be covered by the most current version of Lifetime Limited Warranty.
4. The Products shall be sold at the prices set forth in Schedule A, which are subject to adjustment as set forth in Schedule A.
5. The Customer shall provide to Contractor, prior to execution, limitations (if any) with respect to consumers to whom the Contractor may sell Products hereunder.
6. The Customer (including any authorized Licensing Agent) grants to The Vendor a limited exclusive, license to use the Customer's trademarks, trade names, copyrights, logos and other intellectual property (the "Marks") to the extent necessary to manufacture, distribute, market, promote and/or sell certain Products. The Customer warrants that it is the owner of such marks; trade dress and/or logos licensed hereunder and that it has all rights necessary to grant the above license to the Vendor, and agrees to indemnify the Vendor for any claims of infringement related to the Vendor use of such marks, trade dress or logos.
7. The Vendor will pay to Customer or, if directed by Customer to its Licensing Agent, royalty payments on certain Products which bear the Marks as set out in the attached Licensing Schedule.

The Customer is presently under agreement with IMG College Licensing, LLC ("Licensing Agent") for the purpose of managing Customer's intellectual property assets, and pursuant to such agreement the Vendor is granted all appropriate licenses to Customer's trademarks, tradenames, copyrights, logos or other intellectual property (the "Marks") as required for the Vendor to fulfill its obligations hereunder. Customer will work with its licensing department

to instruct Licensing Agent (or any successor licensing consortium) that the Vendor is the exclusive supplier of the Products as set forth herein, and that no other manufacturer or provider of such products has the right to use the Marks in connection with the manufacture, marketing, sale or distribution of such Products.

8. The Vendor will pay to Customer commission payments as described in Schedule B.
9. The Vendor will provide to Customer additional benefits as described in Schedule B.
10. The Customer acknowledges and agrees that all tooling, molds, dies, artwork and designs the Vendor provides or produces to manufacture the Products are, for copyright purposes, expressly and solely owned by the Vendor. The Vendor acknowledges and agrees that it has no intellectual property rights in the Marks apart from its right to use those Marks.
11. Either party may terminate during the Term upon material breach by the other party, if such breach is not cured within thirty (30) days after receipt of written notice identifying such alleged breach. Upon termination or expiration, for whatever reason: (a) all provisions concerning the ongoing interests or obligations of the parties which by their nature continue past termination, shall survive in full force and effect, (b) The Vendor will immediately discontinue use of all Marks, and (c) The Vendor retains a limited license of such Marks to allow it to fulfill its warranty obligations.
12. Interruption or delay in either party's performance of which results from conditions beyond the party's reasonable control (e.g., acts of God, war, major labor dispute or the like) will not be deemed a breach and will not result in liability of the party so delayed, so long as such interruption or delay is not caused by the negligent or intentional acts of the party declaring a force majeure.
13. Except for damages arising out of or relating to a party's indemnification obligations hereunder, (a) each party's liability on any claim of any kind, whether based on negligence, warranty or otherwise, for any loss or damage arising out of, connected with, or resulting from the sale, delivery, purchase or use of any Products covered by or furnished pursuant to shall not exceed the price allocable to the Products which gives rise to the claim, and (b) in no event will either party be liable for any special, incidental, consequential or exemplary damages arising directly or indirectly out of its performance or nonperformance, even if the other party is informed of the possibility of such damages, in tort or on any other legal theory.
14. The parties hereto are independent contractors, and nothing shall be interpreted to deem a party as the agent, employee, partner or joint venture of the other.
15. Any service order entered into in connection herewith that describes the specifications of the Products to be provided hereunder) constitutes the entire understanding of the parties with regard to the subject matter hereof, and supersedes all prior discussions, representations and understandings on the subject matter hereof.
16. The Vendor may assign its rights or delegate its duties hereunder (whether directly or indirectly, in whole or in part, by operation of law or change of control or otherwise) upon written notice to Customer. This shall be binding upon and inure to the benefit of the Parties and their permitted successors and permitted assigns. There are no third-party beneficiaries of this except to the extent expressly stated.
17. May be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. A copy (including PDF) or

facsimile of a signature shall be binding upon the signatory as if it were an original signature. The Parties agree may be executed by means of electronic signatures and that each copy to which such electronic signatures are affixed shall be deemed to be an original.

18. As part of The Vendor Trusted Partner Program (C2C), The Vendor agrees to provide to Customer a payment of twenty-five hundred dollars (\$2,500.00) per semester twice per School Year for a total of five thousand dollars (\$5,000.00) per School Year for Customer's Letterman's Award Ceremony and Ring Ceremony. A "School Year" is defined as the period beginning July 1 of any calendar year during the Term and ending June 30 of the subsequent calendar year during the Term.
19. In consideration of the above contribution, Customer agrees to purchase all Athletics Letterman products and Championship Rings and Awards exclusively from The Vendor at The Vendor then current price

SCHEDULE A PRODUCTS & PRICING

This Applies to the following Products, which will be manufactured and provided pursuant to:

Products and Pricing:

Jewelry	at The Vendor then current price
Announcements	as set forth in the attached Schedule A-1
Diploma/Cover	at The Vendor then current price
Frames	as set forth in the attached Schedule A-2
Diploma	

The Vendor reserves the right to modify the pricing, at its sole discretion, as set forth below.

Prices shall be adjusted on or about each July 1 during the Term and any extensions or renewals thereof (the Adjustment Date) to reflect an amount equal to the percentage increase in the March CPI-W, as defined below, from the prior March CPI-W. For purposes of this paragraph, the CPI-W means the Consumer Price Index (1982-84 = 100), Urban Wage Earners and Clerical Workers, U.S. City Average, published monthly by the Bureau of Labor Statistics, U.S. Department of Labor. If the CPI-W as defined is revised or discontinued, the calculation described herein shall be made using the index with which the Bureau of Labor Statistics replaces it.

In addition, The Vendor reserves the right to adjust the price for rings and jewelry, based upon the fluctuation in precious metal prices and any changes in licensing fees.

The Vendor will notify Customer of any such changes.

Shipping: All shipping freight terms are FOB shipping point.

Schedule A-1 Regalia

Collection	<u>Degree</u>	<u>Fabric</u>	Product Description	Wholesale /Retail	<u>Price</u>
Keepsake	Associate	BDG	Cap/Gown/Tassel Unit		\$
Keepsake	Bachelor	BDG	Cap/Gown/Tassel Unit!		\$
Keepsake	Master	BDG	Cap/Gown/Tassel Unit		\$
Keepsake	Doctor	BDG	Cap/Gown/Tassel Unit		\$
Fine Quality -- Official					\$ -
	Master	BDG	Hood		\$
	Doctor	BDG	Hood		\$
			Stole/Sash		\$

**Schedule A-1
Announcements**

Product Description	Design	Unit Quantity	Wholesale/Retail	Price
Basic Package	Custom	25		\$
Essential Package	Custom	25		\$
Deluxe Package	Custom	50		\$
PGA	Custom	25		\$
Note Cards	Custom	25		\$
Etiquette Seals	Custom	25		\$
Return Address Labels	Custom	30		\$
Tissue Inserts	Custom	25		\$
Certificate of Appreciation	Custom	1		\$
Certificate of Appreciation w/ Cover	Custom	1		\$
Souvenir Tassel	Custom	1		\$

**Schedule A-2
Diploma**

Style	Wholesale/Retail	Price
Silver Edition	Retail	
Colors Edition	Retail	
Cherry Edition	Retail	

**SCHEDULE B
COMMISSION PAYMENTS I ADDITIONAL BENEFITS**

Definitions

"Net Sales" is defined as the total gross invoice amounts of the Products sold by The Vendor, less credits for returns and exchanges, taxes, shipping, postage, handling and fulfillment fees.

A "School Year" is defined as the period beginning July 1 of any calendar year during the Term _and ending June 30 of the subsequent calendar year during the Term.

Commission Payments

Trusted Partner Program (C2C):

The Vendor will pay to Customer a commission in the amount of three percent (3%) of Net Sales of the Products sold, not including cancellations and exchanges or returns for credit. Such commission is payable on or around each August 31 for sales during the prior School Year during the Term.

Additional Benefits

- The Vendor will provide to Customer a one-time payment of five thousand dollars (\$5,000.00) as a signing bonus.

Licensing Schedule to Exclusive

Between Grambling State University

1. Licensing Definitions.

"Net Sales" is defined as the total of the gross invoiced amounts of the identified Products bearing the Marks sold by The Vendor, less credits for returns and exchanges and taxes, shipping, postage, handling and fulfillment fees.

2. License to Use Marks. The Customer (including any authorized Licensing Agent) grants to The Vendor a limited exclusive, license to use the Customer's trademarks, trade names, copyrights, logos and other intellectual property (the "Marks") to the extent necessary to manufacture, distribute, market, promote and/or sell certain Products. Should Customer note below that any of the Products are exempt from royalties, Customer shall indemnify, defend, and hold harmless The Vendor for any claims of failure to pay royalties to the Licensing Agent.

3. Royalties. The Vendor will pay to Customer or, if directed by Customer to its Licensing Agent, royalty payments on certain Products which bear the Marks as set out herein. Royalty rates shall not increase during the term. The parties agree that some products and product categories as identified on the Licensing Schedule shall be exempt from royalties.

4. Exemptions. The following Products sold to Customer shall be exempt from any royalties. No royalties shall be owed or any other agreement to Customer or to any third party, including to Customer's Licensing Agent, based on sales of such Products.

Products Sold to Customer/University/College	
Product/Product Categories	Royalty Rate
Announcements, Diploma, Frames, Uploma	Exempt from royalties

5. Royalties. **On** a quarterly basis, The Vendor will pay to Customer, or if directed by Customer to its Licensing Agent, a royalty on sales of certain Products bearing the Marks at the following rates:

Products Sold to Consumers/End Users		
Product/Product Categories	Royalty Rate as a % of Net Sales	Royalty Rate Per Unit Sold
Jewelry/Rings	12%	

6. Termination. Upon termination, the parties agree that The Vendor will discontinue use of all of the Marks, except that The Vendor retains a limited license of the Marks to allow it to fulfill obligations to the consumer (including, but not limited to warranty and extended protection

1. **CONTRACT MODIFICATIONS / AMMENDMENTS:** The University reserves the right to add or delete from this contract. The University will provide the Contractor with adequate notice for any changes in the scope of the contract. We will negotiate an equitable contract amendment with the Contractor to document any changes to the contract.
2. **QUALIFICATION REQUIRMENTS FOR COMPANIES SUBMITTING A BID:** All contractors submitting a bid for this contract shall meet these requirements listed below. Please include documentation in your bid submission that addresses each requirement. Submit the Bid including Unit Prices, Equipment List Breakout, executed & sworn; obtain and maintain throughout the term of the Contract, all required licenses, permits, certificates, insurances, performance and payment bonds, and agency signoffs to perform the Contract; demonstrate that it is an organization doing business for a minimum of three years prior to the Bid Opening Date; Must be an authorized dealer for all the Equipment; provide Bid Security – either a 5% percent Bid Bond.
3. Contractor shall be licensed and certified as required by the State of Louisiana Secretary of State, and all other applicable agencies. Documentation to be provided within five (5) days after receipt of request from the University.
4. Contractor awarded the bid shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid within five (5) days from receipt of request.
5. **INQUIRY PROCESS:** Contractors shall direct all inquiries, requests for information, requests for clarification, etc. in writing to the Grambling State University Purchasing Department. Inquiries may be emailed to Erin Walker at walkere@gram.edu.
6. **CONTRACT COORDINATORS FOR THE UNIVERSITY:** The University will assign a contract coordinator for this contract. The University may assign one or more University employees to supervise and or coordinate work activities to be performed under this contract. The Contractor awarded the bid shall be provided the name(s) of University employee supervisors.
7. **PRICING REQUIREMENTS:** Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, permitting, taxes, and shipping. The University is requesting A daily rate.
8. **INVOICING / PAYMENT TERMS:** Contractor shall submit invoice upon completion of the project. The University shall review the invoice for accuracy and shall process for payment. Terms shall be Net 30 days

LOUISIANA UNIFORM BID FORM

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

BID FOR: Graduation and Medallions Products
Bid No.: 50018-240037

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: April 24, 2024**.

TOTAL BASE BID: For all work required by the Bidding Documents for the **Graduation and Medallions Products 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 BID FORM:

*The Unit Price Form shall be used is 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 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.

I acknowledge that no work shall be subcontracted _____

Initial

INSURANCE-STATEMENT

This is to certify that we carry the Workmen’s Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance as outlined above with:

Liability Insurance Company: _____

Auto Liability Company Insurance: _____

Workers Compensation Insurance Company: _____

Grambling State University to be named as additional insured on Insurance Certificate provided for this contract for Liability Coverage and Auto Liability Coverage. Grambling State University shall be granted a waiver of subrogation for all Insurance Policies.

Business Name: _____

Business Address: _____ Phone No.: _____

Authorized Signature of Bidder: _____ Date: _____

Printed Name: _____ Title: _____

Email Address: _____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation for Bid (IFB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this IFB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the IFB and will meet or exceed the requirements specified therein;
Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this IFB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder 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.)
7. **FEDERAL CLAUSES, IF APPLICABLE:** Should Federal Funds be utilized in this procurement transaction, the following clauses apply:
ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____

State: _____

Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of A:VI or higher. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

- A. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. 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 limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- B. **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.
- C. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The 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 the following automobile coverage classes:
1. Owned automobiles
 2. Hired automobiles
 3. Non-owned automobiles
- Location of operations shall be "All Locations".
- Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.
- D. **Professional Liability: (If required)** Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.
- If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party 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. Upon failure of the Other Party 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 Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.
- E. All Certificates of Insurance of the Other Party shall reflect the following:
- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
 - 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
 - 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
- F. The following Indemnification Agreement shall be a provision of the contract:

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

- G. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- H. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- J. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 - 1. Payments to the Other Party may be withheld until the requirements have been met;
 - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 - 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase 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, 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 Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/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 limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- 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 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 Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects 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. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is 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 shall not be canceled, suspended, or voided by either party (the Contractor 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 policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or 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. Any failure of the Contractor 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 a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor 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 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 shall submit the declarations page and the 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 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 to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

- F. SUBCONTRACTORS: Contractor shall include all subcontractors 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 Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an 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 Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor 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 agrees to protect, defend, indemnify, save, and hold harmless, Grambling State University, 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 Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor 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 Grambling State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor 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.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____{Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Grambling State University, 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

_____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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/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, 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

Contract No. _____ for

Grambling State University State Agency Name

PURPOSE OF CONTRACT: _____
