

LOUISIANA TECH UNIVERSITY REQUEST FOR BIDS

RE-FORESTATION

PROPOSAL NUMBER: 50012-339-17

Lump sum bids are requested on the total reforestation cost for property owned by Louisiana Tech University. There are a total of 119 acres to be treated. The reforestation bids should include the following prescription: herbicide site-prep application (20 ounces of Polaris, 3 quarts of Accord XRT, 2 ounces of SFM and 10 gallons of water per acre), site preparation burn, and planting with containerized 2nd generation loblolly pine seedlings. Contractor awarded bid will be required to provide proof of insurance, execute indemnification agreement and provide copy of all required licenses or permits prior to issuance of notice to proceed. Bids should include all steps described above.

Bidders will bid a single price for tract, but must break price into components of herbicide, burn and planting to facilitate planting.

The property is described below and attached plats outline the exact area to be treated.

TOWNSHIP 22 NORTH, RANGE 1 EAST
UNION PARISH, LOUISIANA

Section 4: South $\frac{1}{2}$ of NE $\frac{1}{4}$;
NW $\frac{1}{4}$ of NE $\frac{1}{4}$, less 13.51 acres; and
SE $\frac{1}{4}$ of NW $\frac{1}{4}$, less 4 acres in Northwest corner.

(See Attached Plat for Detail – GPS 119 Acres to Replant)

Louisiana Tech University has contracted with Patterson Forestry Consultants for consulting services relative to this project. Questions relative to bidding procedures should be forwarded to Louisiana Tech University, attention – Sam Wallace, at (318) 257-2769. Questions relative to this project should be forwarded to Patterson Forestry Consultants at (318) 768-2603.

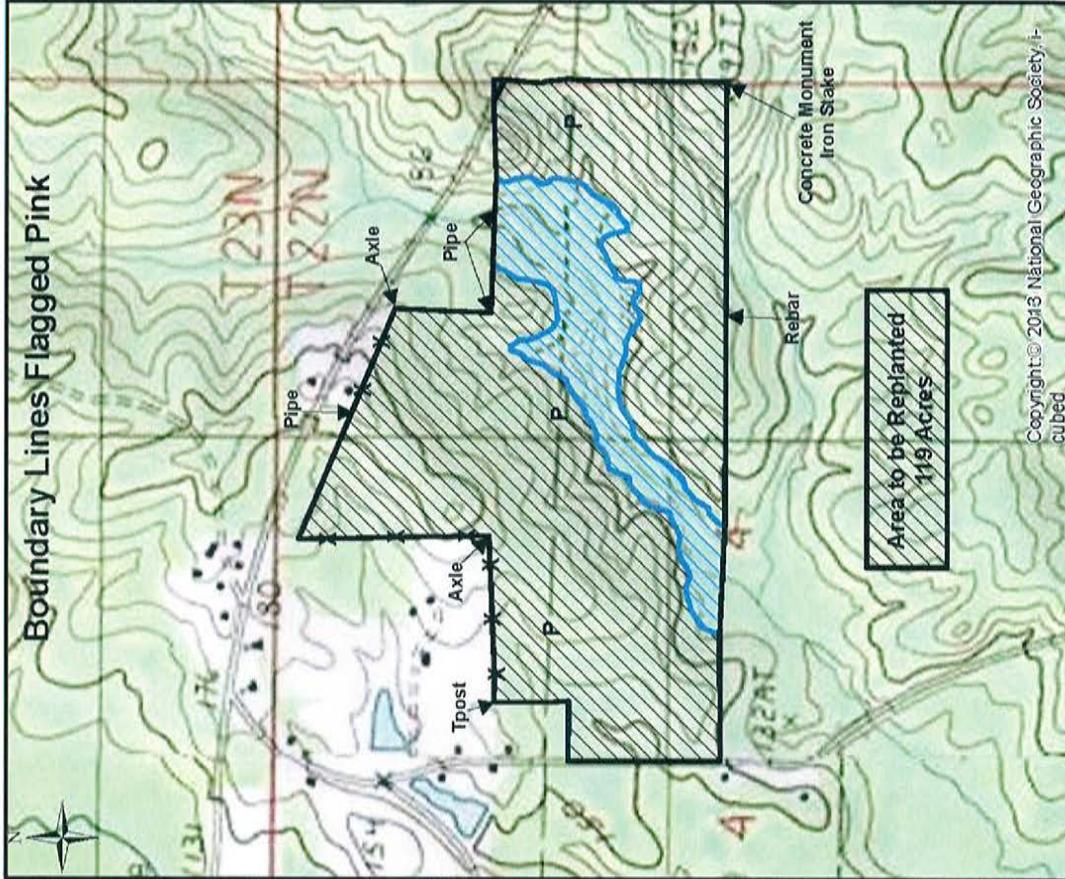
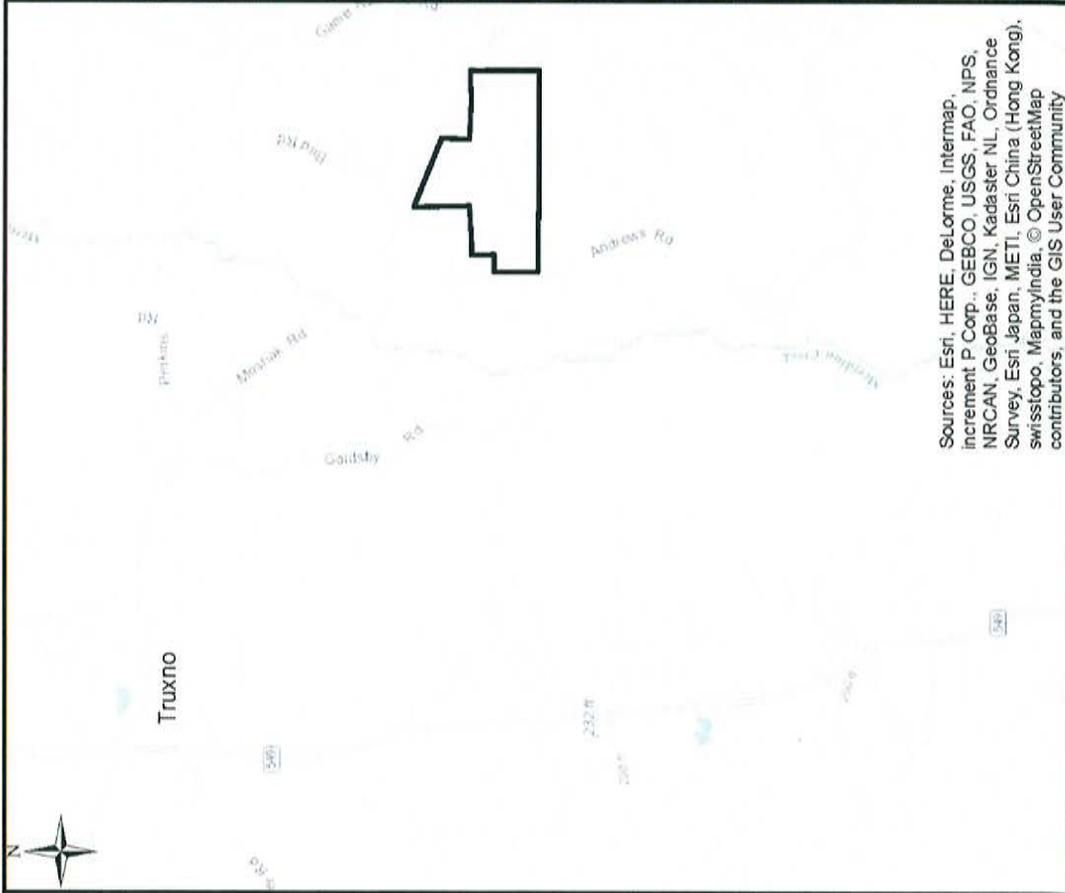
Bidders must comply with all specifications, instructions and conditions described herein.

Bids are due in the Louisiana Tech University Office of Purchasing no later than 2:00 p.m. on August 31, 2016. Bids may be mailed to Office of Purchasing, Louisiana Tech University, P.O. Box 3157, Ruston, Louisiana, 71272 or delivered to Louisiana Tech University, Office of Purchasing, Keeny Hall Room 408, Ruston, Louisiana, 71272.

Bids will be opened and read at 2:00 p.m. in the Office of Purchasing on August 31, 2016.



PATTERSON FORESTRY CONSULTANTS, LLC



Property Owner: Louisiana Tech
 Legal Description: Section 4, Township 22 North, Range 1 East, Union Parish

629 Leachman Road · Ruston, LA 71270 · (318) 768-2603 · Fax (318) 768-2487
 Email: trees4u@pattersonforestry.com

PROPOSAL SHEET

PROJECT: **LOUISIANA TECH TIMBER REFORESTATION - BID 50012-339-17**

Bids are due in the Louisiana Tech University Office of Purchasing no later than 2:00 p.m. on August 31, 2016. Bids may be mailed to Office of Purchasing, Louisiana Tech University, P.O. Box 3157, Ruston, Louisiana, 71272 or delivered to Louisiana Tech University, Office of Purchasing, Keeny Hall Room 408, Ruston, Louisiana, 71272.

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PROPOSAL DATE: August 31, 2016

PROPOSOR declares that he; a) has carefully examined the Proposal Documents, b) has a clear understanding of the Proposal Documents, c) has personally inspected and is familiar with the project site, and hereby proposes purchase timber as described in bid documents for the amount of:

Component Parts:	To be used for partial payment.
Herbicide Treatment	\$ _____ dollars
Burn	\$ _____ dollars
Planting	\$ _____ dollars

Contract will be awarded on lump sum bid only:

(\$ _____), _____ dollars.

Name of Bidder:

Signature Authority: In accordance with L.R.S. 39:1594 (Act 121), the person signing the proposal must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or (3) An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the proposal, the proposer certifies compliance with the above.

By: _____
Title: _____
Telephone: _____
Address: _____
Date: _____

PLEASE CIRCLE ONE:

- 1) THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
- 2) THE SIGNER OF THIS BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, COPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL. ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
- 3) THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
- 4) THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH HIS OFFICE.

THIS IS A REQUEST FOR A SEALED BID

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 F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: EVERY BID SUBMITTED FOR IN EXCESS OF FIFTY THOUSAND DOLLARS SHALL BE ACCOMPANIED BY A BID BOND GUARANTEED BY A SURETY COMPANY QUALIFIED TO DO BUSINESS IN THE STATE OF LOUISIANA. THE BID BOND SHALL BE FOR FIVE PERCENT OF THE OFFICIAL BID AMOUNT.
6. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
8. 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 A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 30). ALL BID INFORMATION SHALL BE IN INK OR TYPEWRITTEN.
9. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING AT THE ADDRESS AND TELEPHONE NUMBER LISTED HERIN. (SEE SCHEDULE OF EVENTS)
10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 21). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 - A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 - B. BID FILLED OUT IN PENCIL; AND
 - C. BID NOT SUBMITTED ON THE DESIGNATED BID FORMS.
11. BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OF QUALITY – SEE BID DOCUMENT FOR FULL REQUIREMENTS.

13. BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE LOUISIANA TECH UNIVERSITY PURCHASING OFFICE DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED PRIOR TO 72 HOURS.
14. PRICES: UNLESS OTHERWISE SPECIFIED BY LOUISIANA TECH UNIVERSITY IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD.
15. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES AND FEES AND TARIFFS IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
16. CONTRACT RENEWALS: UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 4 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS.
17. CONTRACT CANCELLATION: THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (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 CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
18. APPLICABLE LAW: ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
19. COMPLIANCE WITH CIVIL RIGHTS LAWS: BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI 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 VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER 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, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, 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.
20. SPECIAL ACCOMMODATION: ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT, WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 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.

21. INDEMNITY: CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
22. SIGNATURE AUTHORITY: ATTENTION: R.S. 39:1594(C) (4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.
 - 1) THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
 - 2) THE SIGNER OF THIS BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, COPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL. ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
 - 3) THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
 - 4) THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITHT HIS OFFICE.
23. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.
24. IT IS AGREED THAT THE LEGISLATIVE AUDITOR OF THE STATE OF LOUISIANA AND/OR THE OFFICE OF THE GOVERNOR, DIVISION OF ADMINISTRATION AUDITORS SHALL HAVE THE OPTION OF AUDITING ALL ACCOUNTS WHICH RELATE TO THIS CONTRACT.
25. 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 APPROPRIATION FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT.

26. WHENEVER A PUBLIC ENTITY ENTERS INTO A CONTRACT IN EXCESS OF FIVE THOUSAND DOLLARS FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC WORKS, THE OFFICIAL REPRESENTATIVE OF THE PUBLIC ENTITY SHALL REDUCE THE CONTRACT TO WRITING AND HAVE IT SIGNED BY THE PARTIES. WHEN AN EMERGENCY AS PROVIDED IN R.S. 38:2212(D) IS DEEMED TO EXIST FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC WORKS AND THE CONTRACT FOR SUCH EMERGENCY WORK IS LESS THAN FIFTY-THOUSAND DOLLARS, THERE SHALL BE NO REQUIREMENT TO REDUCE THE CONTRACT TO WRITING. (R.S. 38:2241)

(2) FOR EACH CONTRACT IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS PER PROJECT, THE PUBLIC ENTITY SHALL REQUIRE OF THE CONTRACTOR A BOND WITH GOOD, SOLVENT, AND SUFFICIENT SURETY IN A SUM OF NOT LESS THAN FIFTY PERCENT OF THE CONTRACT PRICE FOR THE PAYMENT BY THE CONTRACTOR OR SUBCONTRACTOR TO CLAIMANTS AS DEFINED IN R.S. 38:2242. THE BOND FURNISHED SHALL BE A STATUTORY BOND AND NO MODIFICATION, OMISSIONS, ADDITIONS IN OR TO THE TERMS OF THE CONTRACT, IN THE PLANS OR SPECIFICATIONS, OR IN THE MANNER AND MODE OF PAYMENT SHALL IN ANY MANNER DIMINISH, ENLARGE, OR OTHERWISE MODIFY THE OBLIGATIONS OF THE BOND. THE BOND SHALL BE EXECUTED BY THE CONTRACTOR WITH SURETY OR SURETIES APPROVED BY THE PUBLIC ENTITY AND SHALL BE RECORDED WITH THE CONTRACT IN THE OFFICE OF THE RECORDER OF MORTGAGES IN THE PARISH WHERE THE WORK IS TO BE DONE NOT LATER THAN THIRTY DAYS AFTER THE WORK HAS BEGUN.

27. IF BIDDING OTHER THAN REQUESTED BRAND AND PRODUCT NUMBER (OR STYLE), ENCLOSE SUFFICIENT LITERATURE TO DETERMINE COMPLIANCE WITH SPECIFICATIONS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION. ANY MANUFACTURER'S NAMES, TRADE NAMES, BRAND NAMES, OR CATALOG NUMBERS USED IN THE SPECIFICATIONS ARE FOR THE PURPOSE OF DESCRIBING AND ESTABLISHING GENERAL QUALITY LEVELS. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. BIDS WILL BE CONSIDERED FOR ANY BRAND WHICH MEETS OR EXCEEDS THE QUALITY OF THE SPECIFICATIONS LISTED FOR ANY ITEM.

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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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. Commercial 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 Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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.
- d. 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

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

1. 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 or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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

1. 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, 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 the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

INDEMNIFICATION AGREEMENT

PROJECT: LOUISIANA TECH TIMBER REFORESTATION - BID 50012-339-17

_____ agrees to protect, defend, indemnify, save, and hold harmless LOUISIANA TECH UNIVERSITY, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ 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 LOUISIANA TECH UNIVERSITY, its agents, representatives, and/or employees.

_____ 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

Date

Title

Address:

Telephone Number:

EQUAL OPPORTUNITY AND ASSURANCE STATEMENT

PROJECT: RE-FORESTATION PROPOSAL NUMBER: 50012-339-17

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Any act of discrimination committed by Contractor, or failure to comply with

Contractor Name

Signature

Date

Title

STATE OF LOUISIANA
PARISH OF LINCOLN

**AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT
WAS NOT, NOR WILL NOT BE SECURED
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR**

PROJECT RE-FORESTATION - PROPOSAL NUMBER: 50012-339-17

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised statutes, as amended.

- (1) That the affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contact were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

SWORN AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20__.

AFFIANT

NOTARY

RE-FORESTATION PROPOSAL NUMBER: 50012-339-17

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__.

Notary Public

SAMPLE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____,
Domiciled in the City of _____, that

Name: _____, Title: _____

Name: _____, Title: _____

Name: _____, Title: _____

is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation with Louisiana Tech University.

CERTIFICATE

I, _____ of _____ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the ____ day of _____, 20__; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of _____, 20__.

Name: _____

Title: _____

STATE OF LOUISIANA

PARISH OF LINCOLN

This agreement made and entered into this _____, by and between Louisiana Tech University hereinafter called "OWNER" and _____ hereinafter called "CONTRACTOR".

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project described as _____, Bid Number _____.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein and in keeping with the specifications and drawings prepared or issued by _____, dated _____.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the contract documents and comply with the terms therein for the sum of: _____ as shown in the Bid Schedule. This Contract is a "Lump Sum" contract.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the contract documents.

Upon satisfactory completion of the work, the Contractor shall be paid an amount not to exceed ninety percent (90%) of the total contract amount. After the receipt of a clear lien certificate to be obtained by Contractor, the Contractor will be paid the retained portion less any deductions withheld under the provisions of the contract.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement which shall be deemed an original on the date first above written.

NAME OF CONTRACTOR

LOUISIANA TECH UNIVERSITY

Contractor

Owner

Signature

Signature

Title

Title

Witness

Witness
