

# LOUISIANA TECH UNIVERSITY

## INVITATION TO BID ONLY



**BIDDER MUST FILL IN COMPANY NAME AND COMPLETE ADDRESS (PRINTED OR TYPED)**

PHONE:

FAX:

EMAIL:

**RETURN THIS FORM TO:**

**PURCHASING OFFICE**  
**P.O. Box 3157**  
**408 Keeny Hall**  
**College Drive**  
**RUSTON, LA 71272**

**Phone: 318-257-4205**  
**Fax: 318-257-3772**

Company Quote  
 # if applicable

**FAILURE TO SIGN WILL DISQUALIFY BID**

BID OPENING:  
 Wed., Nov. 2nd at 2:00 P.M.

BID NUMBER:  
 50012-345-17

DEPARTMENT  
 Grounds

**PRICE MUST BE FIRM FOR AT LEAST 30 DAYS FROM OPENING DATE**

DELIVERY IN  DAYS

TERMS

**BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ATTACHED TO THIS REQUEST.**

Prices are to be complete and the FOB point to be Louisiana Tech University unless otherwise specified.

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Authorized Signature/Title

ITEM:	COMPLETE SPECIFICATIONS	QTY. & UNIT:	UNIT PRICE:	AMOUNT:
	Louisiana Tech University is now accepting SEALED bids for Tree Cutting Services.			
1	Cut 23 Trees on Louisiana Tech Campus	23		
2	Removal of 29 trees	29		
	*Vendor must view the job sites*			
	Please see attached information and specifications.			
	*Bids must be returned via mail or in person. Do not fax/email*			
	For more information on this project, please call John Taylor at 318-257-3267.			

**IMPORTANT:** If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specification. 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 or 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.

## **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. 22). 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 herein.
10. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed (see no. 22). 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. The bidder 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 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 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 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.

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 Corporate 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 this 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 form, 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 in to a contract in excess of five-thousand dollars (\$5,000) 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 (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).

27. For each contract in excess of twenty-five thousand dollars (\$25,000) 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 (50%) 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.
28. 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.
29. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

# Schedule of Items

Page No. 2  
 Purchase Req. # 93 1633  
 Bid No. \_\_\_\_\_

**Important:** If bidding other than requested brand and product number (or style), please enclose sufficient literature to determine compliance with specification. Failure to comply with this request may eliminate your bid from consideration. Any manufacture's names, trade, 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 items.

<u>ITEM</u>	<u>Description</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	<p>Removal of 23 trees, as listed below, on the campus of Louisiana Tech University.</p> <ul style="list-style-type: none"> <li>(3) Pine Trees North of Memorial Gym</li> <li>(4) Pine Trees South of Woodard Hall</li> <li>(4) Bradford Pear North of Lomax Hall</li> <li>(1) River Birch North of Lomax Hall</li> <li>(3) River Birch in John Griffin Park, South Campus</li> <li>(1) Water Oak South of Forestry Lab Building</li> <li>(2) Green Ash South of Reese Hall</li> <li>(1) Chinese Tallow South of Reese Hall</li> <li>(3) Water Oak East of Robert H. Rawle Enterprise Center</li> <li>(1) Water Oak North of University Hall along W. Railroad Avenue</li> </ul>	23		
2	<p>Removal of 29 trees consisting of pine, sweet gum and oak trees located between Bulldog drive and Hideaway park for Student Affairs (Recreation) areas.</p> <p>Vendor's bid must include clean up and haul off of all limbs, trunks, and debris. All labor, supervision, equipment, materials, and supplies necessary for the execution of this work must be provided for by the contractor at no additional cost to the University.</p> <p>Vendor must possess and maintain a Louisiana Arborist License which authorizes the holder to make recommendations or execute tree surgery type work including tree removal, pruning, trimming, cabling, fertilization and cavity work. University reserves the right to verify licensing by contacting the Louisiana Horticulture Commission.</p> <p>Vendor must view the job sites. Listed below are the 2 dates and times available for viewing.</p> <p>October 19, 2016 @ 10:00 a.m.          October 25, 2016 @ 10:00 a.m.</p> <p>Vendor must provide insurance and indemnification as per specified in the general conditions.</p>	29		

## INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). 'Claims Made' form is unacceptable. The 'occurrence form' shall not have a "sunset clause.'
2. Insurance Services Office form number CA 0001 (Ed. 1178) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.  
Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **D. 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, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers Liability Coverage**

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

3. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**G. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Builder's Risk Coverage**

Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the

amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood/quake). Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood/earthquake sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any Commercial Property Insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, Policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

***Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.***

EXHIBIT D

INDEMNIFICATION AGREEMENT

PROJECT: \_\_\_\_\_

\_\_\_\_\_ 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: