



BID NUMBER

SB #7534

DATE:

September 27, 2016

NORTHWESTERN STATE UNIVERSITY

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until 2 pm Thursday, November 10, 2016 and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

DESCRIPTION

Athletic Equipment

BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW

Terms will be _____ and shipment will be received within _____ days after receipt of order.

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

VENDOR NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))

TITLE

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

FAX NUMBER

DATE

ACCEPTANCE /AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____
Dale Martin, Director of Purchasing

INSTRUCTIONS TO BIDDERS

I. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) version by the Purchasing Office on or before (**2:00 PM**) Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Dale Martin
 Director of Purchasing
 Business Affairs/St. Denis Hall
 200 Sam Sibley Drive
 Northwestern State University
 Natchitoches, Louisiana 71497
dale@nsula.edu

Submittals must have ITB reference number and contractor's license number clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.

For courier delivery, the street address above and the telephone number is (318-357-5446). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that (***I***) copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

3. Prices: The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. 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 products specified in the ITB.

6. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

MANUFACTURER'S NUMBERS AND TRADE NAMES: Where the manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. 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 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

8. Award: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing 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.

9. Purchase Order: If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

10. Conditions of Purchase Orders: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

11. Inspection and Acceptance: Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject: All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms: Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number: Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes: The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products: Unless specifically called for in the ITB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the ITB. The manufacturer's standard warranty will apply unless otherwise specified in the ITB.

17. Contract Renewals: Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation: Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

19. Default of Contractor: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting

20. Davis Bacon Act: The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority: In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law: All contracts shall be construed in accordance with governed by the laws of the State of Louisiana.

23. Discrimination and EEOC COMPLIANCE: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the 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 of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 1972, 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, sexual orientation, gender identity, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual’s sexual orientation. 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.

24. Standard Preference:

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes_____
 Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted: _____

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes_____
 Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: _____ No: _____

[Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

25. Scope of Contract: Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

I M P O R T A N T

Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid 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 reelected 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 bid, the bidder certifies compliance with the above.

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} 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/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. 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.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____

State Agency Name

PURPOSE OF

CONTRACT: _____

--- Athletic Equipment ---

Any manufacturer's names, trade names, brand names, or catalog numbers used in the Specifications and/or Bid Form 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 that meets or exceeds the quality of the specifications listed for any item.

Vendor must state the brand/model he or she is bidding on each item. It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

NOTE:

The University also reserves the right to reject any Vendor who cannot make delivery within (30 Days) days from the date of award.

Vendors are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.

Items furnished shall be delivered to the University, uncrated, set in place, installed and all debris removed by the Vendor.

Any and all questions arising from either the specifications and/or jobsite visit must be addressed in writing to dale@nsula.edu and will be answered via an Addendum.

No addenda will be issued within a period of seventy-two (72) hours prior to the date set for the receipt of bids except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

All shipping/freight shall be included in the bid price. All installation and/or set-up shall be included in the bid price.

-----Bid Form-----

| Item | Quantity | Description | Unit Price | Extended Price |
|------|----------|--|------------|----------------|
| 1 | 01 | UCS Model 1900 MF Athletic Model 4766 Pole Vault Landing Area, 21'6"x27'32", System Measures 18'4" behind box, Color:Gray, Meets all NCAA/NFHS rules, 3" foam densities encased in 37 oz. vinyl, 2" foam top pad, 8'x10' coaches box <u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u> Alternate Name/Model#: | \$ _____ | \$ _____ |
| 2 | 01 | UCS Model 503-6100 MF Athletic Model Included in Item 1 Pole Vault Collar System, NCAA/NFHS Legal <u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u> Alternate Name/Model#: | \$ _____ | \$ _____ |
| 3 | 02 | UCS Model 1912 MF Athletic Model 4814 Weather cover system for the Pole Vault Landing Area, Color: Gray <u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u> Alternate Name/Model#: | \$ _____ | \$ _____ |
| 4 | 01 | UCS Model 510-1021 MF Athletic Model 2187 Pole Vault Standards, 7'-21'-includes UCS base pads, Color: Gray <u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u> Alternate Name/Model#: | \$ _____ | \$ _____ |
| 5 | 02 | UCS Model 755-133 MF Athletic Model 2370 Spirit Pole Vault Crossbar, 14'10" <u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u> Alternate Name/Model#: | \$ _____ | \$ _____ |

| | | | | |
|---|----|---|-----------------|-----------------|
| 6 | 01 | <p>UCS Model 1360 MF Athletic Model 4785</p> <p>Championship High Jump Pit, 24'Wx12'Dx28"H, meets all NCAA/NFHS standards and rules, 3 foam densities with a 37 oz. encasement, included 2" top pad, includes safety cut-out, includes VTX-1000 velcro fastening system</p> <p><u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u></p> <p>Alternate Name/Model#:</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| 7 | 02 | <p>UCS Model 1365 MF Athletic Model 4830</p> <p>Weather cover for High Jump Pit, Color: Gray</p> <p><u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u></p> <p>Alternate Name/Model#:</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| 8 | 02 | <p>UCS Model 510-8601 MF Athletic Model 8960</p> <p>Collegiate High Jump Standards, 3' to 8'6"</p> <p><u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u></p> <p>Alternate Name/Model#:</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| 9 | 02 | <p>UCS Model LOGO-PV/HJ MF Athletic Model 5677</p> <p>Custom Logo: Top Pad- Pole Vault and Top Pad-High Jump: See Attachment A, #3. This will be the logo required by NSU Track. The Color codes required are listed at the lower left corner of this attachment. Dimensions for these logos will be 8 ft. by 10 ft. evenly spaced. A sample rendering will be required from bidder awarded for University approval prior to delivery of items with logos.</p> <p><u>**Include Shipping/Freight in the bid price</u> <u>**Include Set-up and installation in the bid price</u></p> <p>Alternate Name/Model#:</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| | | | | |

| | | | | |
|-------|----------|-------------------------------------|-------|--|
| Total | 15 items | Total Bid Price for all above items | US \$ | |
|-------|----------|-------------------------------------|-------|--|

F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

Acknowledges receipt of the following:

ADDENDA: No: _____ Dated: _____ No: _____ Dated: _____

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

TOTAL
 BID
 AMOUNT _____

(Words)

\$ _____

(Figures)

 VENDOR NAME

 ADDRESS

 CITY, STATE, ZIP

 SIGNATURE (Re: L.R.S. 39:1594(Act 121))

 TITLE

 FEDERAL TAX IDENTIFICATION NUMBER (FIN)

 DATE

NORTHWESTERN STATE UNIVERSITY DEMONS



| PRIMARY MARKS | | |
|-----------------|----|---|
| 1 | 2 | 3 |
| | | |
| SECONDARY MARKS | | |
| 4 | 5 | 6 |
| | | |
| 7 | 8 | 9 |
| | | |
| 10 | 11 | |
| | | |

| VERBIAGE | GENERAL INFORMATION |
|--|--|
| Northwestern State University™ Northwestern State™ NSU™ NSU Demons™ Demons™ Lady Demons™ Fork 'Em™ | LOCATION: NATCHITOCHE, LA MASCOT: DEMONS MASCOT NICKNAME: VIC THE DEMON ESTABLISHED DATE: 1884 CONFERENCE: SOUTHLAND CONFERENCE |

| WORDMARKS |
|-----------|
| 12 |
| 13 |

| COLOR INFORMATION | | | |
|--|--|--|--------------------------------------|
| You must use the approved university colors or the *PANTONE® colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. *PANTONE® is a registered trademark of PANTONE, Inc. | | | |
| SCHOOL COLORS | PANTONE COLORS | THREAD COLORS | |
| PURPLE WHITE ORANGE BLACK | PANTONE 267 WHITE PANTONE 165 PANTONE PROCESS BLACK | MADEIRA 1112 WHITE MADEIRA 1078 BLACK | RA 2460 WHITE RA 2218 BLACK |
| PURPLE | WHITE | ORANGE | |

| ADDITIONAL PERTINENT INFORMATION | | | |
|---|-----|----|---------------------|
| | Yes | No | Restrictions |
| • University seal permitted on products for resale: | — | X | _____ |
| • Alterations to seal permitted: | — | X | _____ |
| • Overlaying / intersecting graphics permitted with seal: | X | — | _____ |
| • University licenses consumables: | X | — | _____ |
| • University licenses health & beauty products: | X | — | Case by case. _____ |
| • University permits numbers on products for resale: | X | — | _____ |
| • Mascot caricatures permitted: | X | — | Case by case. _____ |
| • Cross licensing with other marks permitted: | X | — | _____ |
| • NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations. | | | _____ |
| • NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks. | | | _____ |

NOTE: The marks of Northwestern State University are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.