



UNIVERSITY of  
**LOUISIANA**  
L A F A Y E T T E

## INVITATION TO BID

**SOLICITATION No.: 21012**

**BID DUE DATE/TIME: 6/25/2020 2PM**

**TITLE: DISPOSABLE COVERALLS, FLUID RESISTANT (RENEWABLE)**

**JOB SITE VISIT: N/A**

**PRE-BID MEETING: N/A**

**ZOOM BID OPENING MEETING:**

**979 2894 1957 (PW: 967565) - 6/26/2020 10AM**

**MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.**

### **SUBMIT BID TO:\***

**University of Louisiana at Lafayette  
Office of Purchasing  
PO Box 40197  
Lafayette, LA 70504-0197**

**or submit bid electronically:**

[ULLafayetteBids@louisiana.edu](mailto:ULLafayetteBids@louisiana.edu)

**BUYER OF RECORD: Roxanne J. Formeller**

**BUYER PHONE: (337) 482-2955**

**EMAIL:**

[roxanne.formeller@louisiana.edu](mailto:roxanne.formeller@louisiana.edu)

### General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette 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 documents. The Purchasing Office is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is advised that courier services such as UPS, FedEx and DHL may be unable to deliver to our physical location, as the building may be closed to the public and/or unstaffed. Bidder retains sole responsibility for ensuring its courier service provider makes inside deliveries to our physical location if this method of delivery is chosen.
2. 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 commendam 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.
3. If submitted by mail, the bid must be submitted in a sealed envelope/package **with the Solicitation No. on the outside of the SEALED envelope/package**. To ensure the integrity of the bid process, if the bid is submitted by mail or delivered via courier, do not use the envelope provided by the courier as your "sealed bid" envelope. Instead, place your *properly-labeled sealed* envelope inside the USPS envelope.
4. If bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. 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.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. 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.

These standard terms and conditions shall apply to all UL Lafayette 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, sealed bids must be received and time-stamped at the "Submit Bid To" address no later than the due date and time specified herein. Sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date. Sealed bids cannot be accepted by fax. Price alterations and addenda to bids may be submitted by fax, and will be considered provided Bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid submission deadline. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

Bidders may submit bids by mail by sending to the mailing address listed in the "Submit Bid To" address listed on page 1 of this solicitation. Bidders may also submit electronically to [ULLafayetteBids@louisiana.edu](mailto:ULLafayetteBids@louisiana.edu). If 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 our physical location. USPS mail is delivered to the University's mail center. When the Purchasing Office is staffed and Martin Hall is open to the public, Bidders may deliver bids by hand or by a courier service to University of Louisiana at Lafayette, Purchasing Office, (Martin Hall Room 123), 104 East University Circle, Lafayette, LA 70503. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. 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 UL Lafayette 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 Buyer-of-Record at the email address and/or fax number shown on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing 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 UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. UL Lafayette 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 Buyer-of-Record at the email address and/or fax number 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 UL Lafayette Office of Purchasing 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 UL Lafayette 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 UL Lafayette harmless.

## **8. Descriptive Information**

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications five (5) days prior to bid opening. 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 must 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.

## **9. Bids/Prices/F.O.B. Point**

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette 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.

## **10. Taxes**

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette 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/ UL Lafayette Signature Authority**

The terms and conditions of the UL Lafayette 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 Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. 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 UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

## **13. Awards**

Award will be made to the lowest responsible and responsive Bidder. UL Lafayette 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 UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette 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 UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

**17. 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. UL Lafayette 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.

**18. Delivery**

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

**19. 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, UL Lafayette 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.

**20. Vendor Invoices**

Invoices shall reference the UL Lafayette purchase/release 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.

**21. 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 UL Lafayette in any dispute arising therefrom.

**22. 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 UL Lafayette Office of Purchasing. 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 UL Lafayette in any dispute arising therefrom.

**23. Contract Cancellation/Termination**

UL Lafayette 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.

UL Lafayette 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.

**24. 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.

**25. 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.

**26. Mutual Indemnification**

Each party hereto agrees to indemnify, defend, and hold the other, its 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.

**27. 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](http://www.epls.gov).

**28. Substitution of Personnel**

If applicable, the University intends to include in any contract resulting from this ITB 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.

**29. Insurance Requirements - NOT APPLICABLE FOR THIS SOLICITATION.**

Please note attached 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 University of Louisiana at Lafayette as an additional insured on all liability policies.

**30. 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, UL Lafayette 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.

**31. Official University Recognized Holidays**

The following is a list of officially recognized University Holidays:

New Year’s Day	July 4 <sup>th</sup>
Martin Luther King Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day
Memorial Day	Christmas Day

**32. 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.

**33. Non-Exclusivity**

This agreement is non-exclusive and shall not in any way preclude UL Lafayette 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.

**34. Contract Amendments**

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

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

**35. 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.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

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

**36. 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.

**37. 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. Bids submitted electronically shall be printed and stamped "ORIGINAL" by the Purchasing Office for the record. Bidders may be required to mail in the original documents upon award.

**38. 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.

**39. PRE-BID MEETING**

There is no pre-bid meeting for this project.

## **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 contain an ORIGINAL signature** and should be in **blue ink**.

### **2. BID FORM**

The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. 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 shown.

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## **DETAILED SPECIFICATIONS**

**The purpose of this solicitation is to establish a contract to furnish disposable, fluid resistant coveralls as needed for the New Iberia Research Center, at the University of Louisiana at Lafayette, New Iberia, Louisiana upon award through June 30, 2021, with the option to renew for up to four (4) additional twelve-month periods.**

300 cases Coverall with hood and booties, specifications as follows:

Estimated usage:

Sizes S-2X - 200 **combined** total cases per year;

Size 3X - 75 total cases per year;

Size 4X - 25 total cases per year.

### **MUST BE FLUID RESISTANT**

Elastic wrists, elastic ankles and booties, full length front zipper for easy donning; attached drawstring hood to gather firmly around face to keep contaminants out. For hazardous environments, including asbestos abatement; Non-skid FC booties for slip resistance; elastic around wrists and ankles to shut airborne hazards out of sleeves and legs, elastic at cuffs to hold in place to simplify taping; serged seams; to meet ANSI/ISEA 101 1996 Requirements; to keep out 97% of asbestos, 99% of bacteria and 98% ambient particles; particles less than 5 microns in sizes, to provide protection from nuisance dry particles and fibers such as lead paint and asbestos; durable and breathable.

### **FABRIC DATA**

Properties	Test Method	Results
Basis Weight	ASTM D3776	1.2 oz/yd
Flame Spread	16 CFR 1610	Class 1
Static – Log R	null	<9.8
Strip Tensile (lb/in)	ASTM D1682	MD 7.9 / CD 8.7
Thickness	ASTM D1777	5.4 mils
Tongue Tear	ASTM D2261	MD 2.2 / CD 2.3
Color – white		
Sizes S, M, L, XL, 2X, 3X, and 4X - 25/case		
Dupont Tyvek ® Protective Wear or equivalent		

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for **FOUR (4)** additional twelve (12) month periods. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

Each additional year of the contract following the first year will require approval of both parties. The contract price for all following years as specified in this proposal will be negotiated but *under no circumstance will a yearly increase exceed an amount greater than two per cent (2%) of the base bid as determined by the price of the previous year.*

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.

Bids are to be filled out on the forms furnished for this purpose or exact copies thereof, and must be filled out legibly with ink or typewriter and SIGNED IN BLUE INK. If any corrections are necessary, bidder must initial each one. Failure to comply with these requirements may cause your bid to be disqualified, and in case of any difference the quotation on the original shall be accepted. The University cannot accept bids or alterations by wire, fax or phone. Unit prices are to be quoted complete and shipping shall not be charged. All orders shall be FOB Destination - University of Louisiana at Lafayette, Lafayette, Louisiana. All prices are firm. The University is a tax exempt State Agency. Conditional bids will not be considered.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

***IMPORTANT NOTES:***

Quantities/dates 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.

**The University reserves the right to monitor the service and results and to terminate the contract ten (10) days after written notice if services are deemed unsatisfactory by the University.**

**PRICES QUOTED ARE TO REMAIN FIRM THROUGH JUNE 30, 2021.**

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**INSURANCE REQUIREMENTS *Revised February 2019***

*(for contractors doing business with the University of Louisiana at Lafayette)*

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**I. Purpose and Scope**

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University ("Contractors"). This document also sets forth the insurance language that should be included in all University contracts with Contractors ("Contracts"). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

## **II. General Insurance Requirements**

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University's Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University's Risk Manager.

Contractor shall purchase, at its own cost and expense, 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 Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University's Risk Manager, who will make the final decision.

### **A. Minimum Scope of Insurance and Limits**

#### **1. Workers Compensation**

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

#### **2. Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage 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.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

#### **3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)**

Contractor shall maintain Automobile Liability Insurance, which coverage 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. Other Insurance Provisions**

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance (“Certificates”) evidencing the foregoing coverage in advance of Contractor’s delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:

University of Louisiana at Lafayette  
ATTN: Purchasing Department  
P.O. Box 40197  
Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor’s policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University’s acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

### **III. Additional Insurance Requirements for Special Contracts**

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

#### **A. Professional Liability, Errors and Omissions, and Malpractice Insurance**

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

#### **B. Cyber Liability Insurance**

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent

release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### **IV. Reduced Limits for Special Circumstances**

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

##### **A. Workers Compensation**

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

##### **B. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of \$100,000. 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 requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

##### **D. Required Insurance Language**

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

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**BID SHEET**

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I/We propose to furnish disposable coveralls with hoods and booties as in strict accordance with the conditions and specifications of bid proposal, upon award through June 30, 2021 with the option to renew up to four (4) additional 12-month periods, for the sum of...

SMALL	\$ _____/case	2XLARGE	\$ _____/case
MED	\$ _____/case	3XLARGE	\$ _____/case
LARGE	\$ _____/case	4XLARGE	\$ _____/case
XLARGE	\$ _____/case		

GRAND TOTAL: \$ \_\_\_\_\_

*Sizes S-2X usage estimated at 200 **combined** TOTAL cases per year. Size 3X usage estimated at 75 TOTAL cases per year.  
Size 4X usage estimated at 25 TOTAL cases per year.*

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**Orders to be delivered to the New Iberia Research Center, UL Lafayette Campus, New Iberia, Louisiana, freight included in price and orders shall be requested AS NEEDED from July 1, 2020 through June 30, 2021.**

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, but not later than June 30, 2021. Total contract period not to exceed twelve (12) months.

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

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

**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.**

**If bidding "equivalent" product, bidder is to submit descriptive and illustrative literature with bid for consideration of award. The University reserves the right to request bidder to submit sample for final approval prior to award at no additional charge to the University. Failure to comply with any of above may be cause for rejection of bid.**

**DELIVERY WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER.**

**BID PRICES MUST REMAIN FIRM THROUGH JUNE 30, 2021.**

Bidder is advised that courier services such as UPS, FedEx and DHL may be unable to deliver to our physical location, as the building located at Purchasing's physical address may be closed to the public and/or unstaffed during months while the University transitions from COVID-19 stay-at-home and returning to full-function on site operations.

**BID AWARD:** 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. 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.

**BID OPENING:**

The public bid opening will take place on Friday, June 26, 2020 at 10:00AM on Zoom, which is available for viewing by registering at [https://zoom.us/meeting/register/tJMkdeGhqojH9PvpIX\\_Fg8poGL7k3x7qmiL](https://zoom.us/meeting/register/tJMkdeGhqojH9PvpIX_Fg8poGL7k3x7qmiL).

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

FIRM NAME \_\_\_\_\_

SIGNED BY (signature) \_\_\_\_\_

SIGNED BY (printed) \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE \_\_\_\_\_

# CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), 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: (    ) \_\_\_\_\_

C. Facsimile 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 ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. 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.
7. 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](http://www.epls.gov).)

Professional 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:** \_\_\_\_\_