

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	GRAMBLING STATE UNIVERSITY Grambling Louisiana REQUEST FOR QUOTATION	DATE September 18, 2023	Date and Time by Which Quotation Must be Returned: October 10, 2023 10:00 am
	<u>Campus Living and Housing</u> Department	TO THE VENDOR: To be returned on or before date specified above to: GRAMBLING STATE UNIVERSITY PURCHASING DEPARTMENT Website: Purchasingbids@gram.edu	
Name and Address of Vendor (Firm or Individual) <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASEREQUISITION NO. R00 BID 50018-240018 P. O. No.			

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 FREIGHT ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39 :15 51 -1736 ; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
6. THIS IS A SEALED BID and MUST BE EMAILED TO THE GSU PURCHASING DEPARTMENT VIA EMAIL ACCOUNT:
Purchasingbids@gram.edu
7. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID NUMBER.
8. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.
9. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVER COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL.
10. 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 PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPE WRITTEN.
11. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

For questions regarding this bid, please contact **Erin Walker** at **318.274.3280**

TO THE VENDOR: Bid Bond will not be required Performance Bond of 50% will be required	THIS QUOTATION IS SUBMITTED BY Name of Vendor (Firm or Individual) _____ Signature _____ Name (Printed) _____ Telephone # _____ Fax # _____ Email Address _____ Title _____ Vendor Quote # _____ Date Submitted _____
Recommended Site Visit: September 28, 2023 at 9am	
Deadline to Receive: September 29, 2023	
Deadline to Respond to Inquiries: September 29, 2023	
Bid Opening: October 10, 2023 at 10:00 a.m. CST	
Louisiana Contractor's License #:	

STATE OF LOUISIANA
GRAMBLING STATE UNIVERSITY
GRAMBLING, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
IFB- 50018-240018
Residential Halls Roof Replacements

ISSUING AGENCY: Grambling State University
Purchasing Department
403 Main Street, Purchasing BLG
Grambling, La 71245

ACTING PURCHASING DIRECTOR: Erin Walker
Telephone: 318.274.3280 (o) | walkere@gram.edu (e)

REQUISITIONED BY: Carnelia Barfield
Telephone: 318.274.3133 (o) | barfieldc@gram.edu (e)

RELEASE DATE: September 18, 2023

MANDATORY PRE-BID MEETING: September 28, 2023 at 9:00 A.M. CST

MANDATORY LOCATION: Purchasing Bld. Conference Room

BID OPENING DATE: October 10, 2023

BID OPENING TIME: 10:00 a.m., Central Time

BID OPENING LOCATION: GSU Purchasing Teleconference: Number 1-917-900-1022,
Conference ID: 5600581#

This ITB is available in electronic form by emailing purchasingbids@gram.edu. It is the Bidder's responsibility to check for any possible addenda that may be issued.

Definitions

(1) "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.

(2) "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

(3)(a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.

(b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.

(c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.

(4) "Contractor" means any person or other legal entity who enters into a public contract.

(5)(a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.

(b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.

(6) "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.

(7)(a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:

(i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,

(ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or

(iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.

(b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:

(i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.

(ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.

(8) "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.

(9) "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.

(10) "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

(11) "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

(12) "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

(13) "Responsive bidder" means the apparent low bidder who submits the proper information or documentation as required by the bidding documents within the ten-day period

(14) "Responsible bidder" means contractor or subcontractor who has an established business and who has demonstrated the capability to provide goods and services in accordance with the terms of the contract, plan, and specifications without excessive delays, extensions, cost overruns, or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which such contractor or subcontractor was found to be at fault. Responsible Bidder will have a negotiable net worth, or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the bid submitted by such bidder. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

(15) "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

**Grambling State University
Campus Living and Housing
Residential Hall Roof Repairs**

**Scope of work
Wheatley Hall**

Overview

All work shall be in accordance with the attached scope of work. The Contractor is required to remove the existing roof of Wheatley Hall. The roof is approximately 31,764 SQ FT. The Contractor is required to furnish all materials, labor, transportation, tools, and equipment and perform and properly complete all work.

The contractor will demolish and remove all existing shingles of the 31,764 SQ FT roof.

- With felt, includes dump fees, hauling and disposal, labor to remove composition shingles and felt.
- If additional layers are to be removed and disposed of, use additional item RFG ADDR MV, done with Contractor's own equipment.
- Without felt: Laminated composition shingles, 15-pound roofing felt, roofing nails, and installation labor.

Quality: Average grade laminated (double layer shingle, 3 dimensional) with limited lifetime warranty.

- A class A fire rating
- Weight range between 235 and 280lbs/SQ. (Due to advancements in material technology, weight alone is not an adequate indicator of shingle quality.)
- Roofing felt- 30lbs, includes 30pound roofing felt, roofing nails and installation labor. Average life expectancy 20 years, Average depreciation 5% per year maximum depreciation 100%

The Contractor shall follow all applicable, University, City, State and Federal codes and regulations at all times while on work location.

The contractor shall remove and dispose of all old roofing materials and debris with close attention to the removal of nails from the work area. This should be done on a daily basis.

All materials used on the job shall be equal or better than the existing material's quality.

Contractor shall provide all warranty information upon completion of job.

Shingle Color – Black

Decking

- Contractor shall give separate rate for decking that may need replacing

Facia

- Contractor shall provide separate rate for facia that may need replacing

Gutters

- Contractor shall provide separate rate for gutter replacement

Scope of Work

Attucks Hall Roof Replacement

All work shall be in accordance with the attached scope of work. The Contractor is required to remove the existing roof of Attucks Hall. The roof is approximately 8,597 SQ FT. The Contractor is required to furnish all materials, labor, transportation, tools, and equipment and perform and properly complete all work.

The contractor will demolish and remove all existing shingles of the 8,597 SQ FT roof.

- With felt, includes dump fees, hauling and disposal, labor to remove composition shingles and felt.
- If additional layers are to be removed and disposed of, use additional item RFG ADDR MV, done with Contractor's own equipment.
- Without felt: Laminated composition shingles, 15-pound roofing felt, roofing nails, and installation labor.
- Quality: Average grade laminated (double layer shingle, 3 dimensional) with limited lifetime warranty.
- A class A fire rating
- Weight range between 235 and 280lbs/SQ. (Due to advancements in material technology, weight alone is not an adequate indicator of shingle quality.)
- Roofing felt- 30lbs, includes 30pound roofing felt, roofing nails and installation labor. Average life expectancy 20 years, Average depreciation 5% per year maximum depreciation 100%

The Contractor shall follow all applicable, University, City, State and Federal codes and regulations at all times while on work location.

The contractor shall remove and dispose of all old roofing materials and debris with close attention to the removal of nails from the work area. This should be done on a daily basis.

All materials used on the job shall be equal or better than the existing material's quality.

Contractor shall provide all warranty information upon completion of job.

Shingle Color – Black

Decking

- Contractor shall give separate rate for decking that may need replacing

Facia

- Contractor shall provide separate rate for facia that may need replacing

Gutters

- Contractor shall provide separate rate for gutter replacement

Scope of Work
J.D.E Bowen Hall Roof Replacement

All work shall be in accordance with the attached scope of work. The Contractor is required to remove the existing roof of J.D.E Bowen Hall. The roof is approximately 24,530 SQ FT. The Contractor is required to furnish all materials, labor, transportation, tools, and equipment and perform and properly complete all work.

The contractor will demolish and remove all existing shingles of the 24,530 SQ FT roof.

- With felt, includes dump fees, hauling and disposal, labor to remove composition shingles and felt.
- If additional layers are to be removed and disposed of, use additional item RFG ADDR MV, done with Contractor's own equipment.
- Without felt: Laminated composition shingles, 15-pound roofing felt, roofing nails, and installation labor.
- Quality: Average grade laminated (double layer shingle, 3 dimensional) with limited lifetime warranty.
- A class A fire rating
- Weight range between 235 and 280lbs/SQ. (Due to advancements in material technology, weight alone is not an adequate indicator of shingle quality.)
- Roofing felt- 30lbs, includes 30pound roofing felt, roofing nails and installation labor. Average life expectancy 20 years, Average depreciation 5% per year maximum depreciation 100%

The Contractor shall follow all applicable, University, City, State and Federal codes and regulations at all times while on work location.

The contractor shall remove and dispose of all old roofing materials and debris with close attention to the removal of nails from the work area. This should be done on a daily basis.

All materials used on the job shall be equal or better than the existing material's quality.

Contractor shall provide all warranty information upon completion of job.

Shingle Color – Black

Decking

- Contractor shall give separate rate for decking that may need replacing

Facia

- Contractor shall provide separate rate for facia that may need replacing

Gutters

- Contractor shall provide separate rate for gutter replacement

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Residential Halls Roof Replacements-
Bid No.: 50018-240018

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Grambling State University and dated: September 25, 2023.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. ___ Dated: ___ No. ___ Dated: ___ No. ___ Dated: ___
No. ___ Dated: ___ No. ___ Dated: ___ No. ___ Dated: ___

TOTAL BASE BID: For all work required by the Bidding Documents for the Residential Halls Roof Replacements- we bid the sum of:

Wheatley Hall Roof Replacement: ___ Dollars (\$)
Attucks Hall Roof Replacement: ___ Dollars (\$)
J.D.E Bowen Roof Replacement: ___ Dollars (\$)
Total Dollars (\$) ___

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

FAX NO.: _____ EMAIL ADDRESS: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

*The Unit Price Form shall be used is the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38.2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218. A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

Grambling State University

Grambling, Louisiana

This Agreement, made and executed, on this __day of the month __in the year of our Lord, TWO THOUSAND and TWENTY-THREE, by and through __, Grambling State University, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in ____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at Grambling State University. The bid on this project, numbered Bid 50018-23, was opened on __, at _____ 10:00 a.m. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$ _____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Any claim or controversy arising out of the agreement shall be resolved by the provisions of LA R.S. 39:1672.2-1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to LA R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Fourth Judicial District Court, Parish of Lincoln, State of Louisiana.

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

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, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment

Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

The complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

Performance shall not begin until issuance of Notice to Proceed and Purchase Order.

Grambling State University

Contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 The Bidding Documents include the following:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. Affidavit of Compliance with LA R.S. 38
- f. General Requirements
- g. Supplementary Conditions
- h. Technical Specifications
- i. Addenda issued during bid period must be acknowledged on returned bid form

1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.

2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under LA R.S. 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.

2.4 Each bidder submitting a bid understands that GSU's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

3.1 Each responsive bid package must be received by the University by the date and time stated in the Advertisement for Bid or Invitation to Bid in this Bid Packet, and include, at a minimum the following documents.

- a. Bid Form
- b. Bid Security or Bid Bond
- c. Acknowledgement of Addenda
- d. Base Bid
- e. Alternates Bid (if applicable)
- f. Signature of Bidder
- g. Name, Title, and Address of Bidder
- h. Name of Firm or Joint Venture
- i. Corporate Resolution or written evidence of the authority of the person signing the bid
- j. Louisiana's Contractor's License Number
- k. Unit Prices, where required, including a description for each unit

3.2 The following items must be provided by the apparent lowest bidder not later than ten (10) calendar days after bid opening, however, it is strongly encouraged that these items be returned with the bid packet. If the apparent lowest bidder was not in attendance at the bid opening, the University Purchasing Department will notify apparent lowest bidder by email, if provided. This will not be the notification of award. If Bidder has not heard from the University within three (3) days, the Bidder should contact the University Purchasing Department. In no instance will the ten (10) days be waived or altered.

- a. Notarized Contractor's Affidavit
- b. E-Verify Affidavit
- c. Past Criminal Convictions Affidavit
- d. Non-Solicitation and Unemployment Affidavit
- e. Insurance Certificate
- f. Resolution, if incorporated

3.3 Once the above items from 3.1 and 3.2 have been received by the University, the University will soon thereafter provide the Bidder with three (3) executed contract originals. The following items must then be promptly returned to the University:

- a. One (1) original, fully-executed contract
- b. Payment & Performance Bond
- c. Proof of filing with the Lincoln Parish Clerk of Court

3.4 Upon receipt of all of the items listed in section 3.1, 3.2 and 3.3 above, the University will issue the Purchase Order (PO) and Notice to Proceed.

3.5 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.

3.6 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to bid, or prior to any extension thereof issued to the bidders.

3.7 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the receipt of bids. However, written request (letter or email) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

3.8 Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic bid delivery is being utilized for this ITB.

All copies of each bid must be received by electronic copy to PurchasingBids@gram.edu, on or before the date and time specified in the Advertisement for Bids: Bid # _____ Bid Submission – [Bidders' Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of ____" included at the end of each original Subject Line (e.g. ITB # _____ Bid Submission – [Bidders' Name] – Part 1 of 3).

E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Grambling State University assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

Deadline for electronic emailed bid submissions shall be on October 10, 2023, at 10:00 A.M., and read aloud via GSU Purchasing Teleconference: Number 1-917-900-1022, Conference ID: 5600581#

Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to Grambling State University at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.

Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.

Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates. The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of Grambling State University.

All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

Where a 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 of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. Grambling State University shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

The Bidder acknowledges the right of the University to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the University to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

7.2

PUBLICIZING AWARDS

Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his/her designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 50% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. RECORDING OF BOND AND CONTRACT

The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Lincoln Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

9.1 Payment will be made by Grambling State University. The contractor will be required to provide a Clear Lien Certificate from the Lincoln Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11
GUARANTEE

The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by Grambling State University.

ARTICLE 12
CHANGES IN THE WORK

A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead, and will be process in accordance with LA R.S. 38:2222.

SUPPLEMENTARY CONDITIONS
ARTICLE 13
CONTRACTOR

CONTRACTOR'S LICENSE

On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.

A subcontractor who wishes to bid or perform commercial work where the total cost of the project including labor and materials for the following must be licensed:

- \$50,000 or more for major and specialty classifications
- \$10,000 or more for electrical, mechanical, and plumbing
- \$1 or more for hazardous

CONTRACTOR'S AFFIDAVIT

In accordance with the Louisiana R.S. 38:2190 -2220, if the Contract is awarded to the successful Bidder, the Bidder shall, at the time of the signing of the Contract, execute the Contractor's Affidavit included in the Contract Documents.

INTEREST

There shall be no payment of interest on money owed.

ARTICLE 14 PAYMENTS AND COMPLETION SUBSTANTIAL COMPLETION

The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Lincoln Parish.

FINAL COMPLETION AND FINAL PAYMENT

The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Lincoln Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete. The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars per Day are listed in the

PROPOSAL FORM

ARTICLE 15 INSURANCE

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only. The insurance shall cover any claim(s) for incident(s) made during the policy period.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. 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 at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception on the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration on 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 24 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.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages
 - a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
 - b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
 - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

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

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

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time. Failure of contractor to comply with this clause does not waive the contractor responsibility to indemnify or defend Agency due to subcontractor's failure to acquire proper insurance.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor/Subcontractor/Other responsible party agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if

the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished. Submittal Format: Submit 1 copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.

- b. Procurement Substitution Request may be submitted via email in PDF format or mailed. Faxed requests will not be accepted.
 - i. Contact: Grambling State University Purchasing Office
 - ii. Phone: 318.274.3280
 - iii. Mailing Address: purchasingbids@gram.edu

7. QUESTIONS / REQUESTS FOR CLARIFICATION

All questions and requests for clarification shall be submitted in writing to the GSU purchasing office at least seven (7) days prior to the bid date. If necessary, GSU will issue an addendum to provide answers and clarifications.

8. AREA OF WORK – Safety and Protection

The contractor shall post warning signs and barriers as necessary to ensure that students, faculty, staff, and the general public avoid the work area. The contractor may store materials on site provided the materials are stored in a location and manner that does not interfere with the University and does not damage existing facilities (grounds, grass, sidewalks, parking lots, etc.)

The contractor should coordinate with University personnel to approve the laydown / material storage areas at the pre-construction meeting and before any material are delivered.

This building will remain open and the business will maintain normal operations. The contractor needs to ensure that the safety of the students, faculty, staff, and general public remain the first priority during this job. The contractor shall in no way impede the day-to-day operations of the business.

9. CONSTRUCTION SCHEDULE / OUTAGES

The project should be completed within 84 days of a notice to proceed.

The University should be given a notice of two weeks before any outages are scheduled should there need to be any.

10. LIQUIDATED DAMAGES

The University will assess liquidated damages to the contractor for failure to comply with the schedule of the work. Liquidated damages shall be assessed at the rate of \$250.00 per day for each additional day required to fully complete the scope of work. The contractor shall fully complete all work in the base bid within 84 days of

notice to proceed, in accordance with the project specifications in the Summary of Work paragraph, from the receipt of a purchase order from GSU.

11. DAMAGES TO FACILITIES

Contractor shall be responsible for all damages to the existing site, facilities, furniture, and equipment that are caused by this project. The contractor shall carefully document existing site conditions and existing damages prior to commencing work. The contractor shall repair all damage to its original, undamaged condition prior to completing this project.

12. COMPLIANCE AND SAFETY REQUIREMENTS

Contractor shall be required to adhere to all University safety and health policies. Contractor shall fully comply with all applicable laws, rules, regulations, permits, etc. This includes but is not limited to the following: the contractor must use an OSHA approved lockout / tag out program that meets or exceeds the University's policy, the contractor shall properly label all chemical containers used during the project, the contractor shall have a material safety data sheet (MSDS) for each product used during the project, etc. All employees shall wear fall protection equipment as required when working at elevated levels. All employees will not be allowed to use tobacco products on the project site. Contractor, subcontractors, material suppliers and all employees must be properly trained and fully comply with occupational safety and health regulations. Any accidents, incidents, near misses, etc. will be reported to the University project coordinator immediately and the University may investigate these events. The University reserves the right to require the contractor to remove any employee from the project if the employee is observed violating safety rules, regulations, policies, etc.

13. PROFESSIONAL CONDUCT

The contractor, sub-contractors, material suppliers, and all workers associated with the project shall conduct themselves in a professional manner at all times. All employees shall wear identification that clearly identifies them as a contract employee. This could be a uniform shirt or name badge. Shirts shall be neatly tucked into trousers. Contractors shall not be allowed to wear sleeveless shirts, tank tops, etc. No profanity will be allowed for any reason. The University reserves the right to require the contractor to remove any employee from the job immediately for failure to comply with these requirements and / or for failure to comply with University policies and procedures, and all other applicable laws, rules, and requirements.

14. USE OF UNIVERSITY FACILITIES

The contractor, sub-contractors, material suppliers, and all workers associated with the project shall not use University facilities such as restrooms, break rooms, vending machines, etc. The contractor shall supply a portable restroom for their employees to use.

15. USE OF TOBACCO PRODUCTS

Tobacco use will only be allowed in personal vehicles. See GSU's tobacco use policy for detailed information at <http://www.GSU.edu/tobaccouse/>

16. DISPOSAL

Contractor shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, permit.