

### **INVITATION TO BID**

Bid Number: 50018-240036 DATE: April 24, 2024

**TITLE: SECURITY SERVICES** 

SUBMIT BID TO: Grambling State University Purchasing Department

purchasingbids@gram.edu

To maintain the integrity of the bid process, please do not cc any other University email address when submitting your bid.

Purchasing Department Contacts: Erin Walker (318-274-3280)

walkere@gram.edu

**BID SCHEDULE: MAY 16, 2024, 2024** 

DUE DATE/TIME (email only): MAY 16, 2024 BY 2:00 PM CST

BID OPENING (Zoom): MAY 16, 2024 AT 2:05 PM CST
MEETING ID: 885 9355 1285 PASSWORD: 564783

https://us06web.zoom.us/j/88593551285?pwd=DKVaYjc0SglQpiMQbHwn9jExxxT1ZE.1

### General Instructions to Bidders

- 1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
- 2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Grambling State University 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. The Purchasing Office is not responsible for any delays.
- 3. 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 commended 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.
- 4. When bid is submitted by email, the subject line must show the Solicitation/File No. and submission 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. Grambling State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Grambling State University 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. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.
- 10. Quantities listed in these specifications are <u>approximate</u> and are not guaranteed by the University. The University reserves the right to <u>increase or reduce</u> quantity as needed if in the best interest of the University.
- 11. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashier's check.

### (PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(\*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: No

PERFORMANCE BOND REQUIRED:	<u>No</u>			
PURCHASE WILL BE EXECUTED WITH:	X Purchase Order Only			
Purchase Order and Formal Two-Party Contract				
Formal Two-Party Contract Onl	ly			

#### **ADVERTISMENT**

April 24, 2024

### PUBLIC NOTICE INVITATION TO BID

Sealed bids will be received by the Purchasing Department, GRAMBLING STATE UNIVERSITY, Grambling, La. On May 16, 2024 by 2:00, <u>P.M. for:</u> "Bid Number 50018 -240036-Sercurity Services". At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Mandatory Pre-Bis Meeting is schedule for May 7, 2024 at 11:00 AM at the Purchasing Office located on 403 Main St., Grambling, La 71245

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <a href="http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm">http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm</a>. Copies of specifications are on file in the Office of the Director of Purchasing, GRAMBLING STATE UNIVERSITY, Grambling, La. To obtain a copy of the specifications from Grambling State University, call (318)-274-3280 or e-mail walkere@gram.edu.

Bids must be returned to the Purchasing Office at <a href="mailto:purchasingbids@gram.edu">purchasingbids@gram.edu</a> by the due date and time referenced. Bids must be submitted on the forms enclosed with the bid specification, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing the bid should be shown on the bid.

Evidence of General Liability Insurance, Auto Liability Insurance, and Workers Compensation Insurance required for this contract.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(B)(5) and/or R.S. 39:1594(C)(4).

An Equal Opportunity Employer.

GRAMBLING STATE UNIVERSITY GRAMBLING, LOUISIANA

Erin Walker Director of Purchasing

TO APPEAR: **4/24/2024** BID DUE: **5/16/2024** 

#### STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Grambling State University 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, Bidders may submit bids electronically to **purchasingbids@gram.edu** When 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 the Purchasing Office. Bids will no longer be accepted by mail or in person. 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 Grambling State University 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 Grambling State University Purchasing at the email address on page 1 of this solicitation. Written inquiries must be received in the Grambling State University Purchasing Department 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 Grambling State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Grambling State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact he Grambling State University Purchasing Department, to identify if any addendums were issued. Grambling State University 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 Grambling State University Purchasing at the email address 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 Grambling State University Purchasing Department 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 Grambling State University 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 Grambling State University harmless. Descriptive Information: Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Grambling State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. 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 should 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.

### 8. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. Grambling State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. Grambling State University 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.
- 12. **Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Grambling State University 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 accessed 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/ Grambling State University Signature Authority**: The terms and conditions of the Grambling State University 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 has assigned delegated authorities to execute/sign any vendor contracts, forms, etc., on behalf of Grambling State University as a result of any award of the solicitation. 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 Grambling State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Grambling State University policy may face contract cancellation, suspension, and/or debarment.

13. Awards: The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Grambling State University 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 Grambling State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Grambling State University 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 Grambling State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Grambling State University Purchasing Department prior to awarding the contract. Unauthorized product

substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment. 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. Grambling State University 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.

- 17. **Delivery**: Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Grambling State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Grambling State University reserves the right to cancel the order and to make alternative arrangements to meet its needs. All deliveries <u>must</u> go to: **Property and Receiving, 407 Central Ave., Grambling, La 71245.**
- 18. **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, Grambling State University 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.
- 19. **Vendor Invoices:** Invoices shall reference the Grambling State University purchase 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.
- 20. **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 Grambling State University in any dispute arising therefrom.
- 21. **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 Grambling State University Purchasing Department. 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 Grambling State University in any dispute arising therefrom.
- 22. **Contract Cancellation/Termination:** Grambling State University 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.
  - Grambling State University 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.
- 23. **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.
- 24. **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.
- 25. **Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's 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. 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.

- 26. **Substitution of Personnel:** If applicable, the University intends to include in any contract resulting from this IFB 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.
- 27. **Insurance Requirements:** Please note 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 Grambling State University as an additional insured, and grant a waiver of subrogation on all liability policies.
- 28. **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, Grambling State University 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.
- 29. Official University Recognized Holidays: The following is a list of officially recognized University Holidays:

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

- NOTE: The University has a fall break and a Spring Break. Each Break is approximately 4 Days Each.
- 30. **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.
- 31. **Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Grambling State University 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.
- 32. **Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Grambling State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.
  - Contract revisions shall be effective only upon approval by Grambling State University Purchasing Department and issuance of a formal Grambling State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.
- 33. **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 <u>Twelve</u> (12) months, unless renewal terms are specified in the solicitation documents.
  - All terms of the solicitation shall be firm for the duration of Contract.
- 34. **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. 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. Bidders may be required to mail in the original documents upon award.
- 35. **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.
- 36. PRE-BID MEETING: A MANDATORY PRE-BID MEETING WILL BE HELD on May 7, 2024 at 11:00AM at the Purchasing Office located on 403 Main St., Grambling, La 71245. La. R.S. 38:2212.H; Bidders must attend (and stay at) any mandatory pre-bid meeting.
- 37. **SITE VISIT/CONTACT INFORMATION**: <u>It</u> is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.
  - To visit jobsite and for further information, prospective bidder is to contact the Grambling State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.
- 38. PIGGY BACK CLAUSE: Grambling State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Grambling State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be

- understood to be transactions between that state agency and/or university and the awarded vendor. Grambling State University shall not be responsible for any such purchases.
- 39. **STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS:** If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate, and it will be stated in the specifications provided with these bid documents.

# NOTICE TO VENDORS LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs is to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <a href="https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative">https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative</a> or <a href="https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative">https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative</a> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the <a href="LaGov Supplier Portal">LaGov Supplier Portal</a>.

**END OF SECTION** 

### **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 be an ORIGINAL signature** not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
- 2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). 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 listed.
- 3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
- 4. CERTIFICATE OF INSURANCE: If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate, and in the specification provided with these bid documents. Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
- 5. ILLUSTRATIVE MATERIALS: Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

# **CONTACT INFORMATION**

**ELECTRONIC BID SUBMISSIONS (ONLY)** Do not email questions about the bid to this email address.

purchasingbids@gram.edu

Be sure to include the solicitation number in the subject line.

**<u>Do not</u>** send your submission to any other University email address.

### QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

walkere@gram.edu

**Do not** email bid submissions this address.

To contact Purchasing by phone: 318-274-3280

#### **CAMPUS DELIVERIES**

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail - Grambling State University

**Purchasing Department** 

PO Box 4269

Grambling LA 71245

By Courier Service: Grambling State University

**Purchasing Department** 

PO Box 4269

Grambling, LA 71245

#### **DEFINITIONS**

<u>Agent</u> - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

 $\underline{\textbf{Contractor}} \text{ - The person/company who contracts with Grambling State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.}$ 

# $\underline{\mathsf{Owner}}\,\mathsf{-}\mathsf{Grambling}\,\,\mathsf{State}\,\,\mathsf{University}.$

#### **IMPORTANT NOTES:**

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE <u>WITH BID</u> FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY GRAMBLING STATE UNIVERSITY.
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.
- 4. GRAMBLING STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED <u>WITH BID</u>. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.
- 5. 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.
- 6. 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.
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.
- 9. CORRECTION OF MISTAKES-Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.
- 10. TAX EXEMPTION: Grambling State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Grambling State University is a taxexempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.

**END OF SECTION** 

# Grambling State University Security Services

#### **BID SPECIFICATIONS -**

- 1. **SUMMARY:** In an effort to increase safety measures at Grambling State University, additional security patrol is needed to supplement the current Grambling State University Police Department (GSUPD) staffing numbers. The following items listed below include areas in which the security personnel will assist GSUPD:
  - · Monitor Security Checkpoint locations. The purpose of the checkpoint is to ensure that only persons with VALID credentials including University ID enter into residential housing areas.
  - · Foot Patrol throughout the residential areas. Having personnel, conducting foot patrols increases the eyes and ears throughout the residential area specifically in areas that vehicles may not be able to travel including walkways, alleys.
  - · Security for university sponsored events and non-university sponsored events. Throughout the year, GSUPD is responsible for staffing events including sporting events, student events, and events that are hosted on campus by non-student organizations. Having the extra security available will allow for greater flexibility in ensuring that we as a department are able to provide the requested security presence.
  - $\cdot$  Security in the McCall Dining Facility. GSUPD is tasked with providing security for the dining hall during normal business hours of operations.

The University has the right to increase and/or decrease the number depending on the event. A minimum of thirty (30) required for home games.

- 2. **GENERAL:** This contract shall include all labor, equipment, service, supervision, and supplies to perform security services for University events.
  - Security service to be inclusive of the following:
  - 1) Security service shall be performed at the specified times on home football game days and Grambling State Commencement ceremonies (specific dates and times of work is to be determined).
  - 2) The security supervisor specified in this contract is responsible for ensuring all non-supervisory security personnel are at their post at the scheduled time. In addition, the supervisor is required to ensure all non-supervisory personnel are on-task and remain at their post throughout the duration of their shift.
  - 3) The Contractor shall be responsible for staffing all positions at least 5 business days prior to the event. Substitutions of personnel are the responsibility of the supervisor. The supervisor must notify the University Police Liaison of any changes to the submitted schedule as soon as possible.
  - 4) The contractor is required to submit a final sheet within 5 business days that contains a list of who worked in the positions contained in this document, arrival and departure times for everyone who worked, and an incident report that includes any and all incidents that occurred during the course of the event.
  - 5) In the event of inclement weather, changes to the original schedule for security officers may be subject to change only by the University Police Liaison.
  - 6) The contractor is to have the capacity to respond 24 hours a day (answering service is adequate)

#### 3. ADDITIONAL REQUIREMENTS

#### EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide at a minimum the following commercial equipment in operating condition for its security personnel: communication radios for each assigned security person and two additional communication radios for University Police Department representatives.

#### EQUIPMENT AND SUPPLIES TO BE PROVIDED BY THE UNIVERSITY

The University is not responsible for furnishing any equipment or supplies to the Contractor and/or their employees.

#### MANAGEMENT

The Contractor shall submit, in writing, the name(s) of all personnel assigned to each game at least five (5) business days prior to each event.

#### PERSONNEL

The University reserves the right to require the Contractor to remove any employee under the contract when the University deems it to be in the University's best interest.

The contractor shall distinguish security personnel by the use of company identified uniforms. Identification clothing shall be consistent in color and worn at all times. Provide all security officers uniforms according to standards set by LA Board of Private Security Examiners to include a uniform shirt, pant, cap, bomber jacket or wind breaker & raincoat.

#### SCHEDULING OF SERVICES

The Contractor shall perform the services contemplated in this ITB during the assigned times. The Contractor shall meet with the University Police Department representative to work out the shift schedule of employees.

The Contractor shall furnish, in writing, a final shift schedule. This information shall be submitted to the University Police Department representative 5 business days prior to each event.

#### SUBCONTRACTORS

The Contractor shall perform all portions of the specified Work without the use of subcontractors.

#### SUPERVISION

The supervisor shall visit with the University Police Department representative or his designated appointee as requested during the duration of this contract.

#### UNIVERSITY PERSONNEL

The University reserves the right at any time to utilize its own police and/or security personnel or other security contractors.

#### LICENSED SECURITY PROVIDER

Contractor to provide copy of license with Louisiana State Board of Private Security Examiners.

#### POLICIES AND RULES

Contractor to become familiar with GSU policies and procedures and will enforce all rules. Security personnel must report all reported and suspected crimes on campus to the GSU University Police Department immediately.

- 4. CONTRACT MODIFICATIONS / AMMENDMENTS: The University reserves the right to add or delete facilities from this contract. The University will provide the Contractor with adequate notice for any changes in the scope of the contract. We will negotiate an equitable contract amendment with the Contractor to document any changes to the contract.
- 5. QUALIFICATION REQUIRMENTS FOR COMPANIES SUBMITTING A BID: All contractors submitting a bid for this contract shall meet these requirements listed below. Please include documentation in your bid submission that addresses each requirement. Submit the Bid including Unit Prices, Equipment List Breakout, executed & sworn; obtain and maintain throughout the term of the Contract, all required licenses, permits, certificates, insurances, performance and payment bonds, and agency signoffs to perform the Contract; demonstrate that it is an organization doing business for a minimum of three years prior to the Bid Opening Date; Must be an authorized dealer for all the Equipment; provide Bid Security either a 5% percent Bid Bond.

- 6. Contractor awarded the bid shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid within five (5) days from receipt of request.
- 7. INQUIRY PROCESS: Contractors shall direct all inquiries, requests for information, requests for clarification, etc. in writing to the Grambling State University Purchasing Department. Inquiries may be emailed to Erin Walker at walkere@gram.edu.
- 8. CONTRACTOR EMPLOYEE REQUIREMENTS -- Contractor shall provide a sufficient amount of adequately trained staff to perform all required services in a timely manner.
  - a. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear clothing identifying the name of their company. The University reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the University requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.
  - b. The University reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest. The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the University contract coordinator of that replacement.
  - c. Contractor's employees will be able to use McCall Dining Hall for lunch. Pricing varies during the summer. Contractor shall be allowed to use the common restrooms in these facilities.
  - d. Contractor's employees shall adhere to the university's tobacco-free policy.
  - 9. SUPPLIES, MATERIALS, TOOLS, AND EQUIPMENT REQUIRED FOR THIS CONTRACT

The University is not responsible for furnishing any equipment or supplies to the Contractor and/or their employees.

- 10. PRICING REQUIREMENTS: Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, permitting, taxes, and shipping.
- 11. INVOICING/PAYMENT TERMS: Contractor shall submit invoice upon completion of the project. The University shall review the invoice for accuracy and shall process for payment. Terms shall be Net 30 days

# GSU LOUISIANA UNIVERSITY BID RESPONSE FORM CONTINUED

- A. Non-supervisory unarmed security will be responsible for providing security services at university facilities and events, including:
- Assisting University Police and other university staff with enforcing university policies
- Ushering at university facilities and special events
- Assisting University Police and other university staff with crowd and parking control
- Checking bags to ensure no contraband or prohibited items are brought into university facilities or special events
- · Operating metal detectors to ensure no contraband or prohibited items are brought into university facilities or special events
- Answering questions and providing information
- Referring crimes to University Police, when appropriate
- Remaining at their assigned position until released by their supervisor
- GSU home football games, <u>up</u> to thirty (30) non-supervisory employees for approximately five (5) hours per event. Notification of exact number of security employees needed will be made during scheduled pre-event meetings.
  - o Saturday September 7, 2024
  - o Saturday September 21, 2024
  - Saturday October 12, 2024
  - Saturday October 19, 2024
  - o Thursday, November 9, 2024
- GDU Commencement Ceremonies, <u>up</u> to twenty (20) non-supervisory employees for approximately four (4) hours per event. Notification of exact number needed will be made during scheduled pre-event meetings.
  - o Fall Ceremonies, December 13, 2024
  - Spring Ceremonies, May 9, 2025
- Additional events and facilities requiring security personnel to be announced as needed including, but not limited to, high school
  and other commencement exercises utilizing GSU facilities, additional GSU sporting events, GSU organizational events, community
  events utilizing university facilities, natural disasters, and other situations requiring security personnel to supplement existing law
  enforcement personnel. Notification of dates, times, and exact number of security employees needed will be made as early as
  possible prior to the event. All dates are subject to change due to weather, pandemic, etc.

NAME OF BIDDER:	OFFICER INITIALS:	
	 per labor nour for non-superviso	, ,

# GSU LOUISIANA UNIVERSITY BID RESPONSE FORM CONTINUED

- B. Certified Armed Officers will be responsible for providing services and supervision of non-supervisory unarmed security at university facilities and events, including:
- Assisting University Police and other university staff with enforcing university policies
- Assisting University Police and other university staff with crowd and parking control
- Answering questions and providing information
- Serving as the head to non-supervisory security employees
- Serving as the security liaison with the University Police Department
- Assigning security personnel to posts in conjunction with the University Police Liaison
- Attending scheduled security meetings as requested by the University Police Liaison at no additional cost
- Attending pre-event briefings for each home football game to receive specific instructions for the event
- Attending pre-event briefings for each commencement ceremony to receive specific instructions for the event
- Providing relief to non-supervisory security officers as needed and providing food/drink to security officers at the discretion of the supervisor; GSU will not provide any food/drink for security personnel
- Referring crimes to University Police, when appropriate
- Releasing all non-supervisory security personnel in conjunction with University Police Liaison
- GSU home football games, <u>up</u> to three (3) supervisory employees for approximately five (5) hours per event. Notification of exact number of security employees needed will be made during scheduled pre-event meetings.
  - Saturday September 7, 2024
  - o Saturday September 21, 2024
  - o Saturday October 12, 2024
  - o Saturday October 19, 2024
  - o Thursday, November 9, 2024
- GSU Commencement Ceremonies, <u>up</u> to two (2) supervisory employees for approximately four (4) hours per event. Notification of exact number needed will be made during scheduled pre-event meetings.
  - o Fall Ceremonies, December 13, 2024
  - Spring Ceremonies, May 9, 2025
- Additional events requiring security personnel to be announced as needed including, but not limited to, high school and other
  commencement exercises utilizing GSU facilities, additional GSU sporting events, GSU organizational events, community events
  utilizing university facilities, natural disasters, and other situations requiring security personnel to supplement existing law
  enforcement personnel. Notification of dates, times, and exact number of security employees needed will be made as early as
  possible prior to the event. All dates are subject to change due to weather, pandemic, etc.

	\$per labor hour for supervisory personnel
IAME OF BIDDER:	OFFICER INITIALS

# GSU LOUISIANA UNIVERSITY BID RESPONSE FORM CONTINUED

- C. Supervisory will be responsible for providing services and supervision of non-supervisory unarmed security at university facilities and events, including:
- Assisting University Police and other university staff with enforcing university policies
- Assisting University Police and other university staff with crowd and parking control
- Answering questions and providing information
- Serving as the head to non-supervisory security employees
- Serving as the security liaison with the University Police Department
- Assigning security personnel to posts in conjunction with the University Police Liaison
- Attending scheduled security meetings as requested by the University Police Liaison at no additional cost
- · Attending pre-event briefings for each home football game to receive specific instructions for the event
- Attending pre-event briefings for each commencement ceremony to receive specific instructions for the event
- Providing relief to non-supervisory security officers as needed and providing food/drink to security officers at the discretion of the supervisor; GSU will not provide any food/drink for security personnel
- Referring crimes to University Police, when appropriate
- Releasing all non-supervisory security personnel in conjunction with University Police Liaison
- GSU home football games, <u>up</u> to three (3) supervisory employees for approximately five (5) hours per event. Notification of exact number of security employees needed will be made during scheduled pre-event meetings.
  - Saturday September 7, 2024
  - o Saturday September 21, 2024
  - Saturday October 12, 2024
  - o Saturday October 19, 2024
  - Thursday, November 9, 2024
- GSU Commencement Ceremonies, <u>up</u> to two (2) supervisory employees for approximately four (4) hours per event. Notification of exact number needed will be made during scheduled pre-event meetings.
  - o Fall Ceremonies, December 13, 2024
  - Spring Ceremonies, May 9, 2025
- Additional events requiring security personnel to be announced as needed including, but not limited to, high school and other
  commencement exercises utilizing GSU facilities, additional GSU sporting events, GSU organizational events, community events
  utilizing university facilities, natural disasters, and other situations requiring security personnel to supplement existing law
  enforcement personnel. Notification of dates, times, and exact number of security employees needed will be made as early as
  possible prior to the event. All dates are subject to change due to weather, pandemic, etc.

\$	per labor hour for supervisory personnel	
NAME OF BIDDER:	OFFICER INITIALS	;

# GRAMBLING STATE UNIVERSITY BID RESPONSE FORM CONTINUED

EACH BIDDER SHALL FURNISH A LIST WITH THE BID RESPONSE of at least three (3) past or present clients for which the Bidder is currently or has previously provided security services in a University, Sports, or other Special Event setting with a minimum attendance size of 1000 people.
 This list should include the name of THE BUSINESS, THE ADDRESS, THE TELEPHONE NUMBER, AND A CONTACT PERSON.

BUSINESS NAME/ADDRESS/CITY/STATE	<u>TELEPHONE</u>	<u>CONTACT</u>
1.		
2.		
3.		
II. Proof of All Licensing Requirements to be included: Louisiana Board	of Private Security Examiners Certif	ication to be included

# LOUISIANA UNIFORM BID FORM FURNISH CONTRACT SECURITY SERVICES

**Scope:** Furnish Unarmed Security Contract Service in an effort to increase safety measures at Grambling State University, additional security patrol is needed to supplement the current Grambling State University Police Department (GSUPD) staffing numbers. The following items listed below include areas in which the security personnel will assist GSUPD.

**Service** Location: Grambling State University Campus.

I/we do hereby acknowledge receipt of the following addenda (if any):

Contract Period: May 2024 through June 30, 2025.

DATE:

I/we do hereby declare that I/we have carefully examined the bid requirements and specifications, and having personally, inspected the site, that I/we have a clear understanding of the Invitation to Bid. I/we do hereby propose to provide the necessary labor, equipment, materials, and other means for performing security service. I/we do hereby agree to maintain and complete, in a thoroughly professional manner, the proposed contract work for the bid prices indicated on the bid response forms

No. \_\_\_\_\_\_Dated\_\_\_\_\_\_ No. \_\_\_\_\_Dated\_\_\_\_\_ **BID PRICE SUMMARY:** I. Athletics Part A \$ per labor hour (non-supervisory) people x 5 events X hours = \$ Part B \$\_\_\_\_\_\_per labor hour (supervisory) people x 5 events X \_\_\_\_\_hours = \$\_\_\_\_\_ II. Commencement Part A \$\_\_\_\_\_\_per labor hour (non-supervisory) people x 2 events X \_\_\_\_\_ hours = \$\_\_\_\_\_ Part B \$\_\_\_\_\_per labor hour (supervisory) people x 2 events X \_\_\_\_\_hours = \$\_\_\_\_ **III. Other Events** Part A \$ per labor hour (non-supervisory) per event Part B \$ per labor hour (supervisory) per event NAME OF BIDDER: ADDRESS OF BIDDER: EMAIL ADDRESS: SIGNATURE CONSTITUTES ACCEPTANCE: Signature to the bid response form shall be construed as acceptance of the ITB in its entirety: **AUTHORIZED SIGNATURE OF BIDDER \*:** 

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

\*\*A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid 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.

NOTE: Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(C)(2)(d). The person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above

# **INSURANCE-STATEMENT**

This is to certify that we carry the Workmen's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance as outlined above with:

Liability Insurance Company: Auto Liability Company Insurance:	
,	nal insured on Insurance Certificate provided for this contract for mbling State University shall be granted a waiver of subrogation
Business Name:	
Business Address:	Phone No.:
Authorized Signature of Bidder:	Date:
Printed Name:	Title:
Fmail Address:	

	BID :	SUBMISSION CHECKLIST
Certification st	atement w/original signatu	ure Bid prices provided <u>on the bid sheet(</u> s) provided
Certificate of Ir	ısurance*	Illustrative literature for items offered as equivaler
BID SUBMISSIO	N DEADLINE:	
		ue on May 16, 2024 by 2:00PMCST — must be received
electronically a	t <u>purchasingbids@gram.e</u> c	du. There are no exceptions to this deadline.
BID OPENING:		
The public bid or registering at:	pening will take place on	5/16/2024 at 2:05PMCST on Zoom, which is available for viewing by
_	b.zoom.us/j/8859355128	5?pwd=DKVaYjc0SglQpiMQbHwn9jExxxT1ZE.1
	•	ASSWORD: 564783
Opening of the	bid submissions begins at <sub>J</sub>	five (5) minutes past the hour.
For further info	rmation about the bid or to	o view job/delivery site, prospective bidder is to email the Purchasing
	Contact Information provi	
niversity is a tax-ex	empt State Agency. Howe	ork under this solicitation or any other project. Grambling State ever, that tax-exempt status does not transfer to its contractors, use in purchasing materials to be procured under this solicitation.
DDENDA AC	KNOWLEDGEME	NT(S)
DDER ACKNOWLE	DGES RECEIPT OF THE FOL	LOWING ADDENDA (if applicable):
DDENDUM NO	DATED:	
ODENDUM NO	DATED:	
DDENDUM NO	DATED:	
	FIRM NAME _	
	LOUISIANA CC	ONTRACTOR'S LICENSE NUMBER:
	SIGNED BY (sig	gnatura)

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

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

Grambling State University reserves the right to reject any or all bids submitted.

# **CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation for Bid (IFB), including any attachments.

A.		act Name:
	E-mail Address	
B.	Telephone Number with area code:	<u>()</u>
		rue and grants permission to the University to contact the above-named person submission of this Proposal and authorized signature below, Bidder certifies that:
Th	e information contained in its response t	o this IFB is accurate;
		y requirements listed in the IFB and will meet or exceed the requirements specif
Bid Bid		and deliverables listed in Scope of Services for the total cost stated on Bid Form; criteria, mandatory contract terms, and all other administrative requirements set for
	der confirms that its bid will be considere	ed valid until award is made.
		s that: They have read and understand the bid documents and the bid is made upon the specifications described in the bid documents without exception.
		a proposal for \$25,000 or more, that their company, any subcontractors, or princip
		ral Services Administration (GSA) in accordance with the requirements in OMB Circu
		pended or debarred can be viewed via the internet at <a href="www.epls.gov">www.epls.gov</a> .)
		d Federal Funds be utilized in this procurement transaction, the following clauses appereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback"
		subgrantee shall be prohibited from inducing, by any means, any person
		e up any part of the compensation to which he is otherwise entitled.
		rees to adhere to the provisions which require compliance with all applicable stand
CL		
		on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Cont
ord		on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Cont
ord Gra	ders or requirements issued under Section ants or Loans of Facilities included on the	on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Cont
ord Gra EN	ders or requirements issued under Section ants or Loans of Facilities included on the IERGY POLICY AND CONSERVATION ACT	on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Cont e EPA list of Violating Facilities.
ord Gra EN to an	ders or requirements issued under Section ants or Loans of Facilities included on the IERGY POLICY AND CONSERVATION ACT energy efficiency which are contained in d Conservation Act (P.L. 94-163).	on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Cont e EPA list of Violating Facilities. I- The contractor hereby recognizes the mandatory standards and policies relating the State Energy Conservation Plan issued in compliance with the Energy Policy
ord Gra EN to and CL	ders or requirements issued under Section ants or Loans of Facilities included on the IERGY POLICY AND CONSERVATION ACT energy efficiency which are contained in d Conservation Act (P.L. 94-163). EAN WATER ACT- The contractor hereby	on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contine EPA list of Violating Facilities.  I- The contractor hereby recognizes the mandatory standards and policies relating the State Energy Conservation Plan issued in compliance with the Energy Policy agrees to adhere to the provisions which require compliance with all applicable
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ord Grand to and CL sta	ders or requirements issued under Section ants or Loans of Facilities included on the IERGY POLICY AND CONSERVATION ACT energy efficiency which are contained in d Conservation Act (P.L. 94-163).  EAN WATER ACT- The contractor hereby and ards, orders or requirements issued empt Federal Contracts, Grants or Loans	on 306 of the Clean Air Act which prohibits the use under non-exempt Federal Continue EPA list of Violating Facilities.  I- The contractor hereby recognizes the mandatory standards and policies relating the State Energy Conservation Plan issued in compliance with the Energy Policy agrees to adhere to the provisions which require compliance with all applicable under Section 508 of the Clean Water Act which prohibits the use under non-cof Facilities included on the EPA list of Violating Facilities.
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#### STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS CHAPTER

6

### **INSURANCE AND INDEMNIFICATION**

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of A-:VI or higher. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

- A. <u>Workers Compensation:</u> Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- B. <u>Commercial General Liability:</u> Commercial General Liability insurance, including Personal and Advertising Injury Liability, 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.
- C. <u>Automobile Liability:</u> Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The 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 the following automobile coverage classes:
  - 1. Owned automobiles
  - 2. Hired automobiles
  - 3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does <u>not</u> own an automobile and an automobile <u>is</u> utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is <u>not</u> utilized in the execution of the contract, then automobile coverage is not required.

- D. <u>Professional Liability: (If required)</u> Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.
  - If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.
  - E. All Certificates of Insurance of the Other Party shall reflect the following:
    - 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
    - The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
    - The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
  - F. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State

Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, 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 the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- G. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- H. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- J. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
  - 1. Payments to the Other Party may be withheld until the requirements have been met;
  - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
    - 3. The Agency may suspend, discontinue or terminate the contract.

# EXHIBIT A 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. <u>Workers Compensation:</u> 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 \$500,000 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 and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- 2. <u>Commercial General Liability:</u> Commercial General Liability insurance, including Personal and Advertising Injury Liability, 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.
- 3. <u>Automobile Liability:</u>Automobile Liability Insurance 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. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS:</u> 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. 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 Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is 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. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
  - c. 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. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
- 2. Workers Compensation and Employers Liability Coverage

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.

### All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall 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. 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. <u>ACCEPTABILITY OF INSURERS:</u> 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 a A.M. Best's rating of A: VI or higher. This rating requirement may be waived for workers compensation coverage only.
  - 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 as required in the contract.
- E. <u>VERIFICATION OF COVERAGE:</u> 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 thereafter.
  - In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
  - Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, 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. <u>SUBCONTRACTORS:</u> Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.
- G. WORKERS COMPENSATION INDEMNITY: In the event Contractor is not required to provide or elects not to provide workers

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: \_\_Contractor agrees to protect, defend, indemnify, save, and hold harmless, Grambling State University, 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 Grambling State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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.

# EXHIBIT E INDEMNIFICATION AGREEMENT

The	{C	ontractor/Lessee} agrees t	o protect, defend, indemnify, save, and hold harmless,
			ents, Agencies, Boards and Commissions, its officers, agents,
	• •		aims, damages, expenses, and liability arising out of injury or
death to any pomission of	person or the damage, loss or	destruction of any prope	rty which may occur, or in any way grow out of, any act or
	{Contracto	or/Lessee}, its agents, serva	ants, and employees, or any and all costs, expenses and/or
			tor/Lessee} as a result of any claims, demands, suits or causes
of action, exce	ept those claims, demands, s	uits, or causes of action ar	ising out of the negligence of the State of Louisiana, all State
Departments,	Agencies, Boards, Commission	ons, its officers, agents, se	rvants, employees and volunteers.
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		•	and agrees to bear all other costs and expenses related thereto
even if the cla	ims, demands, suits, or cause	es of action are groundless	s, false or fraudulent.
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