

# LOUISIANA TECH UNIVERSITY



## INVITATION TO BID ONLY

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

PHONE:

FAX:

EMAIL:

**BID SUBMISSION DEADLINE:**

November 12, 2024 @ 2:00PM

**BID NUMBER:**

50012-587-25

**DEPARTMENT**

Admin. & Facilities

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

DELIVERY IN  DAYS

TERMS

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

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

**RETURN THIS FORM TO:**

**PURCHASING OFFICE**  
**P.O. Box 3157**  
**208 Keeny Circle, Rm. 408**  
**Ruston, LA 71272**

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

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Company Quote #  
if applicable

**FAILURE TO SIGN WILL DISQUALIFY BID**

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

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

ITEM:	COMPLETE SPECIFICATIONS	QTY. & UNIT:	UNIT PRICE:	AMOUNT:
	Louisiana Tech University's Administration and Facilities Department is now accepting SEALED bids for <b>HVAC Maintenance Services:</b>			
1	<b>Weekly Cost for Contract Sum described as Item 1</b>	per week		
2	<b>Weekday After Hours</b> Callout with 3 hours after arrival on-campus	per call		
	Each Additional Hour	each		
	<b>Weekend</b> Callout with 3 hours after arrival on-campus	per call		
	Each Additional Hour	each		
	<b>University Holiday</b> Callout with 3 hours after arrival on-campus	per call		
	Each Additional Hour	each		
	<b>Bid terms and prices to remain firm for one (1) year, January 1, 2025 - December 31, 2025, with the option to renew for two (2) additional one (1) year periods if mutually agreed upon by both parties.</b>			
	<b>**PLEASE SEE THE ATTACHED BID SPECIFICATIONS, TERMS, AND CONDITIONS**</b>			
	<b>ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH PURCHASING OFFICE VIA MAIL OR IN PERSON. DO NOT FAX OR EMAIL.</b>			
	For all questions or more information, please contact the Office of Purchasing at 318-257-4205 or purchasing@latech.edu.			

**IMPORTANT:** If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references or not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

## 12 Month Contract for HVAC Skilled Labor

**TERM OF CONTRACT: January 1, 2025 through December 31-2025**

**Bid Bond is Required:** Every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.

**Non-Mandatory Walk-through** - Contractors can walk the campus at their discretion, but access to locked mechanical spaces will be available on the following days by appointment only: 10/29/2024, 11/5/2024, 11/12/2024. Appointments are made through Joe Peel at 318-257-3267.

### **QUALIFICATIONS:**

Contractor must have experience and possess license and certifications as a commercial mechanical, temperature control, building automation, and components service in the State of Louisiana. This experience should include, and be proven to have occurred at multiple customer sites, where service has been provided on Large tonnage HVAC systems and components to include Building Automation System installation, service, and maintenance. The University may require verification prior to award of a contract.

Contractor must have technicians qualified to provide commercial service to University for Water and Air Cooled Chillers, Steam and Hot Water Boilers, DX Equipment available to respond to service calls within 1 hour of call.

The Contractor should maintain an engineering department staffed with full time professionals in the fields of energy conservation, systems integration, refrigeration, boilers, water controls, pneumatic, electric and DDC controls.

Contractor can be provided access to University Building Automation Systems to allow remote monitoring of critical components and temperatures within of University buildings. This monitoring is intended to minimize response time and prevent catastrophic failure by alerting Contractor's service staff of alarm conditions within buildings and dispatching technician's to customer here facility upon receipt of alarm.

### **SCOPE OF WORK**

#### **Item 1**

The intent of this agreement is for a Contractor to provide skilled labor for repair, maintenance and troubleshooting of HVAC equipment on the campus of Louisiana Tech University. The labor will consist of three skilled HVAC technicians. These three will be expected to work together and individually. Activity will be assigned daily by supervisory staff of the **Louisiana Tech Physical Plant Department**. The duration of this agreement will be from January 1, 2025 through December 31, 2025. The contract can be renewed by mutual consent for up to two one-year renewals. Total contract term cannot exceed 36 months. Should either party wish to not continue the contract that party must provide 90 days written notice prior to the end of the contract term. Should one party wish to terminate the contract prior to the end of the contract term 90 days prior notice is required.

The work schedule will be Monday through Friday, 8am to 4pm, with a lunch break of an hour duration. A four day shift is acceptable, but at least two staff members must be on campus at all times.

Contractor is not expected to work during University Closures. Should extenuating circumstances require work during University Closures, the proposed overtime schedule will be utilized for compensation for that work. The table below is the expected closure schedule that is subject to change.

Tentative University Holiday Closure	
Wednesday, January 1, 2025	New Years Day
Thursday, January 2, 2025	Holiday
Friday, January 3, 2025	Holiday
Monday, January 20, 2025	MLK Day
Monday, March 3, 2025	Mardi Gras Holiday
Tuesday, March 4, 2025	Mardi Gras
Friday, April 18, 2025	Easter Holiday
Monday, April 21, 2025	Easter Holiday
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth
Friday, July 4, 2025	Independence Day
Thursday, November 27, 2025	Thanksgiving
Friday, November 28, 2025	Thanksgiving
Tuesday, December 23, 2025	Christmas Break
Wednesday, December 24, 2025	Christmas Break
Thursday, December 25, 2025	Christmas Break
Friday, December 26, 2025	Christmas Break

The University will direct work to Leaders through contractor supplied cell phone. Work will include, preventive maintenance, repair, trouble identification and repair of multiple brands, types and configurations of HVAC equipment. All technicians should have a minimum of 5 years experience on all types of HVAC equipment.

Expected maintenance activities are typical of the HVAC trade, such as coil cleaning, belt replacement, strainer cleaning, bearing Lubrication, alignment checks, inspection of contacts, etc.

Contractor shall train all employees and ensure that they follow general and OSHA safety protocols.

The University may include contractor’s staff in University training activities. Contractor shall provide contractor staff with annual training based upon job classification requirements. Training topics may include, but are not limited to (\*\* indicates minimum certification training required by all technicians).

Accident-Incident Investigation  
 Ammonia Awareness and Exposure  
 Arsenic Awareness  
 Asbestos Awareness  
 Benzene Awareness  
 Biological Hazards

Cadmium Awareness and Exposure  
 Compressed Gases  
 Confined Space Policy  
 Crane Operation – Hoists & Lifting Equipment  
 Cyber-Information  
 Driving Safety

Drug and Alcohol Policy  
Electrical Safety  
Emergency Action Plan  
Employee Conduct and Work Rules  
Ergonomics & Manual Handling  
Fall Protection and Prevention  
Fatigue Risk Management  
Fire Protection  
First Aid  
Forklifts & Industrial Trucks  
General Safety Procedures  
General Waste Management  
Hand & Power Tools  
Hazardous Communication  
Hazardous Waste Operations  
Hearing Conservation  
Heat Illness Prevention  
Hexavalent Chromium  
Hoists and Lifting Equipment  
Hot Work Safety  
Housekeeping  
Hydrogen Sulfide  
Illumination  
Ladders and Scaffolding Safety  
Lead Exposure

Lock Out Tag Out  
Man Lift MEWP Operations  
Manual Lifting  
Pandemic Preparedness  
Personal Protective Equipment  
Process Safety Management – Heat Related Illness  
Process Safety Management  
Progressive Discipline  
Record Retention  
Refrigerant Safe Handling  
Respirator Use and Care  
Rigging and Lifting Equipment  
Risk Assessment (identification of hazards)  
Severe Weather  
Silica Exposure  
Specific Hazardous Substance Restrictions  
Stop Work Authority  
Subcontractor Awareness Plan  
Tornado Safety  
Work Zone Safety  
Working Alone  
\*\*NFPA-70e (Arc Flash)  
\*\*OSHA 10 or higher  
\*\*Universal EPA Certification

All technicians must wear approved safety glasses with side shields in all maintenance operations. Technicians are required to wear steel toed boots or shoes daily. If appropriate, technicians shall wear Fire Retardant Clothing. Contractor shall provide all technicians with FRC which should be kept immediately available on their truck when not in use. Contractor shall provide each technician is with a safety bag which includes respirator, splash goggles, apron, rubber gloves, hard hat, safety glasses, ear plugs, ear muffs, leather gloves, and equipment with lockout tags. Contractor shall provide safety equipment including on each contractor vehicle as follows: fire extinguisher, highway reflectors, reflective vest, first aid kit. Additional personal protective equipment required for specific tasks (e.g., harnesses) will be assigned as needed. Technicians are responsible for proper care and use of equipment and reporting any defects or replacement needs.

Should contractor suspect asbestos or other regulated material, contractor shall not disturb and will immediately notify the University.

Contractor shall provide their own transportation and use their own tools, but Louisiana Tech will supply parts and components from Louisiana Tech's Plant Stores should they be required for repair of systems.

The University will provide work direction, but the technicians should have experience and be able to work independently.

Technician must wear identification and will conduct themselves professionally on-campus at all times. All vehicles utilized must bear identification of the contractor hired to provide these services.



To fulfill expectations of safety of the University community and meet requirements, Louisiana Tech University Police shall conduct a background check. Contractor shall provide sufficient identification information to complete the background check.

With prior authorization from Louisiana Physical Plant, contractor may utilize parts or materials not included in this contract and shall present University with materials list. The University will procure through state procurement process replacement materials in a timely manner.

Invoicing must include a log of activities identifying building and activity performed each day. If available contractor shall provide per piece of equipment a report showing service activities including preventative maintenance on each piece of equipment

Staff will be considered at all times employees of the Contractor and shall be paid and insured by Contractor including but not limited to Worker's Compensation Insurance.

Contractor shall follow all EPA and/or LDEQ requirements, rules, laws and guidelines.

Bid shall include a weekly cost for the contract term. \_\_\_\_\_

***AWARD WILL BE BASED UPON ITEM 1. ITEM 2 COMPONENTS ARE FOR ESTABLISHING RATES ONLY, NO WORK OFF OF ITEM 2 IS GUARANTEED.***

**Item 2**

Contractor shall provide after-hours call out as directed by Louisiana Tech Physical Plant administration. Response to call out must be within two hours of call.

Louisiana Tech will locate routine parts and materials for contractor to utilize in emergency call-out.

Pricing shall be in the following format:

**Weekday after hours:**

Callout with 3 hours after arrival on-campus \_\_\_\_\_

Each additional hour \_\_\_\_\_

**Weekend**

Callout with 3 hours after arrival on-campus \_\_\_\_\_

Each additional hour \_\_\_\_\_

**University Holiday**

Callout with 3 hours after arrival on-campus \_\_\_\_\_

Each additional hour \_\_\_\_\_

## 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.

#### 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.

### 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:

State of Louisiana

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.

#### 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.



## INDEMNIFICATION AGREEMENT

**PROJECT: Bid Number: 50012-587-25 for HVAC Maintenance Services**

\_\_\_\_\_ 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 \_\_\_\_\_, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ 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 LOUISIANA TECH UNIVERSITY, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ 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.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Address:

Telephone Number:

**RESOLUTION**

**BE IT RESOLVED** by the Board of Directors of \_\_\_\_\_, Domiciled in the City of \_\_\_\_\_, that

Name: \_\_\_\_\_, Title: \_\_\_\_\_

Name: \_\_\_\_\_, Title: \_\_\_\_\_

Name: \_\_\_\_\_, Title: \_\_\_\_\_

is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation with Louisiana Tech University.

**CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HVAC Maintenance Services

Bid Number: 50012-587-25

**Name of Project**

**Project No.**

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

**ATTESTATIONS AFFIDAVIT**

**Before me**, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record  
(R.S. 14:67.20)

(h) Contractors; misapplication of  
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks  
(R.S. 14:71)

**LA. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

HVAC Maintenance Services  
Name of Project

Bid Number: 50012-587-25  
Project No.

**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA  
PARISH OF LINCOLN

**AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT  
WAS NOT, NOR WILL NOT BE SECURED  
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR**

**PROJECT: Bid Number: 50012-587-25 for HVAC Maintenance Services**

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Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

**PART I**

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised statutes, as amended.

- (1) That the affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contact were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

**PART II**

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

SWORN AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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AFFIANT

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NOTARY



**EQUAL OPPORTUNITY AND ASSURANCE STATEMENT**

**PROJECT: Bid Number: 50012-587-25 for HVAC Maintenance Services**

Contractor 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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Designer 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, disabilities.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**STATE OF LOUISIANA  
PARISH OF LINCOLN**

This agreement made and entered into this \_\_\_\_\_, by and between Louisiana Tech University hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

The CONTRACTOR agrees to perform all of the work described in the contract documents and comply with the terms therein for the sum of: \_\_\_\_\_ as shown in the Bid Schedule.

The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the bid specifications and bid response such amounts as required by the contract documents.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement which shall be deemed an original on the date first above written.

**NAME OF CONTRACTOR**

**LOUISIANA TECH UNIVERSITY**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

# THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. 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. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Purchasing Office 72 business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. **Important:** By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;
  - B. Bid sent by facsimile equipment;
  - C. Bid filled out in pencil; and
  - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. 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. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, 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 name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech 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.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech 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 assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, 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. Louisiana Tech 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 complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.

24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
  - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
  - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
  29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.
  30. 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.

31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.
34. 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.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.al.gov](http://www.vetaffairs.al.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.