

“ADVERTISEMENT FOR BIDS

Sealed bids will be opened and publicly read by the Purchasing Department of The University of Louisiana at Monroe, Coenan Hall, Room 140, 4014 LaSalle Street, Monroe, Louisiana, at 2:00 PM December 5, 2024 for the following:

Bid #50006-28 – Drive Upgrade Library Service Elevator

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed herewith, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing bid must be shown on bid.

Complete bidding documents may be obtained from the The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or State of Louisiana LaPac site: <https://wwwprdl.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> .Use bid #50006-28.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.”

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION <u>Facilities</u> Department	DATE November 20, 2024	Date and Time by Which Quotation Must be Returned: December 5, 2024
Name and Address of Vendor (Firm or Individual) <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		TO THE VENDOR: To be returned on or before date specified above to: THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT 4014 LASALLE ST, COENEN BLDG. 140 MONROE, LOUISIANA 71209-2250 NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASE REQUISITION NO. R0029014 REBID 50006-28 P. O. No.			
INSTRUCTIONS TO BIDDERS:			
<ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREIGHT ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 6. THIS IS A SEALED BID. MUST BE MAILED OR DELIVERED TO THE PURCHASING DEPARTMENT, COENEN HALL 140, 700 UNIVERSITY AVE, MONROE LA 71209. 7. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID NUMBER. 8. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES. 9. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPEWRITTEN. 11. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN. 			
For questions regarding this bid, please contact <u>Shakeya Bennett</u> at rogers@ulm.edu.			
TO THE VENDOR:	THIS QUOTATION IS SUBMITTED BY		
	Name of Vendor (Firm or Individual) _____		
	Signature _____		
	Name (Printed) _____		
Performance Bond of 50% will be required	Telephone # _____		
Deadline to Receive Inquiries: November 25, 2024	Fax# _____		
Bid Opening: December 5, 2024	Email Address _____		
	Title _____		
Louisiana Contractor's License #:	Vendor Quote # _____		
	Date Submitted _____		

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

INVITATION TO BID
FOR
REBid 50006-28 – Drive Upgrade Library Service Elevator

ISSUING AGENCY: The University of Louisiana Monroe
Purchasing Department
700 University Avenue, Coenen Hall 140
Monroe, LA 71209

PROCUREMENT SPECIALIST: Shakeya Bennett/Email: rogers@ulm.edu
Telephone: 318.342.5208

REQUISITIONED BY: Kelley Thomas
Telephone: 318.342.3459

RELEASE DATE: November 20, 2024

BID OPENING DATE: December 5, 2024

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: The University of Louisiana Monroe
Purchasing Department
Coenen Hall 140
700 University Avenue
Monroe, La

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTD.

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is in printed form by submitting a written request to the email listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPac website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

DEFINITIONS & INSTRUCTIONS TO BIDDERS

This Invitation to Bid (ITB) sets forth the requirements and specifications of University of Louisiana at Monroe/ULM/University. The contents of this ITB and the Bidder/Vendor/Bidder's bid response shall become contractual obligations if a contract ensues. Issuance of this Invitation to Bid does not ensure that ULM will make an award.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID AWARD

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The University reserves the right to award portions or all of this bid to one (1) or more BIDDERS.

BIDS BINDING

All formal bids shall be binding for a minimum of thirty (30) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

In accordance with the provisions of LA R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the University will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID DELIVERY

Sealed bids can be delivered in person or by carrier and must be received by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 4014 LaSalle St., Monroe, LA 71209, prior to the bid opening date and time provided above. Bids must be sealed in an envelope with "Bid 50006-28 – VENDOR COMPANY NAME" clearly displayed on the outside of the envelope.

BID DUE DATE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the ULM Purchasing Department prior to the designated deadline for return of bids.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Purchasing Department personnel in addendum form, shall be considered as valid. **Telephone inquiries are not allowed.** Bidders may submit inquiries via email to the procurement specialist, Shakeya Bennett at rodgers@ulm.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than 10:00 a.m. CT on November 25, 2024. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

BID RESPONSE ATTESTATION

All bids shall include the Bid Response Attestation provided in the ITB. The Bid Response Attestation must be properly signed in ink or electronically by an officer of the bidding entity authorized to sign the bid. Bid prices MUST be either typewritten or printed in ink. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation

CORRECTION OF MISTAKES

Any erasure, strike - through, correction or other change(s) in the bid MUST be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

EQUIPMENT DELIVERY

The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices. All equipment must be protection wrapped and palletized.

Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$30,000 all solicitations must be advertised on the State Purchasing website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

NUMBER OF COPIES

Bidders must submit one (1) originally signed bid response form with all additional required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

PRICES

Unless otherwise specified by the 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. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.

If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services so bid. The Bidder shall provide all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The BIDDER agrees that the University and the Legislative Auditor of the State of Louisiana and the ULM Internal Audit Department shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the BIDDER related to this solicitation and any resulting contract.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any sub Bidders, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

COMPLIANCE WITH CIVIL RIGHT LAWS

By submitting and signing this bid, bidder 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 Davis-Bacon Act of 1931, the Age Act of 1975, 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 any contract entered into as a result of this solicitation without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

COMPLIANCE WITH LAWS

The BIDDER shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The BIDDER shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the BIDDER'S bid response and the BIDDER'S performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

COPYRIGHTS AND PATENTS

The BIDDER shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secretly process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which BIDDER is not the patentee, assignee, or licensee.

CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the BIDDER, any of its employees, agents, or subcontractors will have access to State government information technology assets, the BIDDER's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the BIDDER must present evidence of such compliance annually and upon request. The BIDDER may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

EQUAL EMPLOYMENT OPPORTUNITY

The BIDDER shall be an equal employment opportunity employer. The BIDDER shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. 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.

FEDERAL CLAUSES, IF APPLICABLE

ANTI-KICKBACK CLAUSE- The Bidder hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Bidder or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The Bidder hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The Bidder hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The Bidder hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The Bidder will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include but not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods,

earthquakes, epidemics, pandemic, quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy, or war.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract from multiple BIDDERS, if determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the BIDDER shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to University of Louisiana at Monroe, Purchasing Department, Coenen Hall, Room 140, 700 University Ave., Monroe, LA 71209-2250.

ORDER OF PRIORITY

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.

PIGGY BACK

ULM and eight other institutions are governed by the University of Louisiana System. ULM declares that the successful bidder may extend the services requested under this ITB to any of the University of Louisiana System institutions under the same terms as represented to ULM in the bidder's response, all in accordance with the provisions of LA R.S. 39:1702(A). Other University of Louisiana System institutions include: Grambling State University, Louisiana Tech, McNeese State University, Nicholls State University, Northwestern State University, Southeastern Louisiana University, University of Louisiana at Lafayette, and University of New Orleans.

PUBLICITY

The BIDDER shall not in any way or in any form publicize or advertise in any manner the fact that the BIDDER is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the BIDDER from listing the University on its routine client list for matters of reference.

QUANTITIES

The quantities indicated are the approximate number which will be required during this period; however, no specific quantities are guaranteed.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The BIDDER shall pay when due all taxes or assessments applicable to the BIDDER. The BIDDER shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. BIDDER is NOT a public agency, therefore, BIDDER is not exempt from sales & use taxes.

THE UNIVERSITY OF LOUISIANA AT MONROE

Purchasing, Coenen Hall
4014 LaSalle Street, Room #140
MONROE, LA 71209-2250

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverage is not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

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: _____
Company(s).

Bid or Request for Quotation

Bid Number 50006-28

SIGNED: _____

FIRM: _____

TITLE: _____

DATE: _____

INDEMNIFICATION AGREEMENT

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

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? Yes No

Bid No. _____ for University of Louisiana at Monroe
State Agency Name

PURPOSE OF BID: Drive upgrade in ULM Library service elevator

BOARD RESOLUTION

At a meeting of the Board of Directors for

held this _____ day of _____, 20____, there being a quorum present, the following resolution was adopted, to wit:

BE IT RESOLVED, that _____,

or _____,

or _____, is (are) hereby **authorized and empowered** for and on behalf of said Corporation, to perform any and all acts requisite and necessary on behalf of said Corporation, **in signing any and all contracts, amendments, and related matters** between the said Corporation and the Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana, relating to claims filed against the State of Louisiana and/or any named agency or department thereof and/or any individual thereof, which said matter(s) is (are) being handled on behalf of the State by the Office of Risk Management.

BY:

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

EQUAL OPPORTUNITY AND ASSURANCE STATEMENT

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title 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 Davis-Bacon Act of 1931, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

The Contractor certifies to The University of Louisiana at Monroe that they are compliant with the above statements.

Firm Name

Authorized Signature

Title

Date

PAST CRIMINAL CONVICTIONS ATTESTATION (LA R.S. 39:2192)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a five percent (5%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, 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)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, 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)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Contractor's misapplication of payments (R.S. 14:202)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Issuing worthless checks (R.S.14:71)
- (h) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature: _____

Notary Printed Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

STATE OF LOUISIANA
PARISH OF OUACHITA

NAME _____
LOCATION _____

AFFIDAVIT OF COMPLIANCE

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 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

A. (1) That 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 of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

A. (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 of the public building or project were in the regular course of their duties for affiant.

B. No public contract shall be granted to any person, corporation, firm, association, or other organization refusing to execute the affidavit required by Subsection A above.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be 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 supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose 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.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____.

Signature of Notary: _____

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with LA R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with the University of Louisiana Monroe has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of University of Louisiana Monroe.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: University of Louisiana Monroe, Purchasing Office 700 University Avenue; Coenen Hall 140; Monroe, LA 71209-2250, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature: _____

Notary Printed Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

University of Louisiana Monroe
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to LA R.S. 38:2224 and LA R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties for Contractor. The above named Contractor has neither in the past three years received a final determination that the named Contractor has knowingly or willfully failed to properly classify an individual as an employee nor failed to pay unemployment.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee. Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: University of Louisiana Monroe, 700 University Avenue; Purchasing Office, Coenen Hall 140; Monroe, LA 71209-2250 no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 20____.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
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**Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SMALL".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each to the ULM Purchasing Department along with the Clear Lien.

The statutes (LA R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at www.legis.la.gov; and the statutes (LA R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at www.legis.la.gov. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./Date of certification.: _____

**RELATING TO THE PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCUREMENT
STATEMENT**

As stated in Executive Order number JBE 2018-15 Relating to the Prohibition of Discriminatory Boycotts of Israel in State Procurement, for bids over \$100,000, and for vendors with greater than five (5) employees:

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases, executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response

The Contractor certifies to The University of Louisiana at Monroe that:

- a. it is not engaging in a boycott of Israel; and
- b. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

Firm Name

Authorized Signature

Printed Name

Title

Date

_____ Initial here if the bid is less than \$100,000, or your firm has fewer than five employees

University of Louisiana at Monroe (ULM)

Bid 50006-28 – Drive Upgrade (Library Service Elevator)

Bid Specifications

1. SCOPE OF REQUIRED SERVICES

1.1 GENERAL REQUIREMENTS

The purpose for this Invitation to Bid (ITB) is to obtain competitive bids from qualified bidders who will provide labor and material to replace the existing drive on the controller and install a new 10K non-regen drive on the service elevator. Adjust the drive and test the elevator for safe and proper operations. Place the elevator back into safe operations once the work is complete. The bidder and its mechanics shall be licensed by the Louisiana Office of State Fire Marshal (OSFM) in accordance with LA R.S. 40:1644.1 et seq. The bidder shall include a copy of their license with their bid. Any bidder who fails to include a copy of the license with their bid must provide a copy to the Office of State Procurement within ten (10) business days of a written request. Failure to do so shall result in rejection of their bid. Any question regarding licensing should be directed to Office of State Fire Marshal.

1.2 STANDARDS OF QUALITY

1.2.1 Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and 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 products specified in the solicitation.

1.2.2 All products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.

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

1.3 QUANTITIES

The quantities indicated are the approximate number which will be required during this period; however, no specific quantities are guaranteed. Items will be ordered on an "as needed" basis.

2. SPECIFICATIONS

2.1 Furnish and install the following with respect to the equipment located at the University of Louisiana at Monroe Library. Drive upgrade for the library service elevator. The qualified bidder will provide labor and material to replace the existing drive on the controller and install a new 10K non-regen drive on the service elevator. Adjust

the drive and test the elevator for safe and proper operations. Place the elevator back into safe operations once the work is complete.

2.2 Labor of the installation for the drive upgrade.

3. BID RESPONSE ATTESTATION

I (we) do hereby declare that I (we) have carefully examined the specifications, and will not use oversight as an excuse for not fulfilling my (our) obligation.

BIDDER NAME: _____

BIDDER ADDRESS: _____

PHONE NO: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATORY NAME & TITLE: _____

DATE: _____

4. SIGNATURE AUTHORITY

ATTENTION: LA 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.

CHECK ONE:

_____ The signer of the 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 Commendams as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.

_____ The signer of the 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.

_____ 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.

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, 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 of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under 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.

5. PRICING SCHEDULE

Bidder shall provide a firm, fixed price for the work to be performed. Please provide the Manufacturer or Brand name and the Model Number of the part that will be replaced.

<u>Item #</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Manufacturer / Brand</u>	<u>Model #</u>
2.1	Drive Upgrade	1	\$	\$		
2.2	Labor for installation of drive upgrade		\$	\$		
n/a	Shipping / Freight (if applicable)					

Total Bid Price for the job to be performed: \$ _____

Part Manufacturer/Brand and Model #: _____

Warranty of part: _____

Delivery Date / Days:

Bidder guarantees deliver of the item(s) ordered within _____ business days after receipt of a purchase order.