



**BID NUMBER:** **SB# 7657**

**DATE:** **December 19, 2024**

**NORTHWESTERN STATE UNIVERSITY**

Business Affairs – Purchasing Section  
St. Denis Hall/ 200 Sam Sibley Dr.  
Natchitoches, Louisiana 71497  
(318) 357-5716 Fax: (318) 357-4378  
email: purchasing@nsula.edu

**INVITATION FOR BID:** Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2 pm Thursday, January 16th, 2025**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

**DESCRIPTION**

**NSU Golf & Utility Cart Lease**

**BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW**

Terms will be \_\_\_\_\_ and shipment will be received within \_\_\_\_\_ days after receipt of order.

\*\*\*\*\*

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED OR TYPED NAME / TITLE

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER (FIN)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE

\*\*\*\*\*

**ACCEPTANCE /AWARD**

\_\_\_\_\_  
Date of Award and Execution

Recommendation: \_\_\_\_\_

Approved: \_\_\_\_\_  
Ashlee Grayson, Director of Purchasing

## INSTRUCTIONS TO BIDDERS

### 1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

### 2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) version by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson  
Director of Purchasing  
Business Affairs/St. Denis Hall  
200 Sam Sibley Drive  
Northwestern State University  
Natchitoches, Louisiana 71497

\*\*\*\*\* **Submittals should have ITB #7657 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.** \*\*\*\*\*

For courier delivery, the street address above and the telephone number is (318-357-4496). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that **(1)** copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

**3. Prices:** The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

**4. F.O.B:** Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

**5. Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. 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 ITB.

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

**MANUFACTURER'S NUMBERS AND TRADE NAMES: Where the manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.**

**7. Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at [purchasing@nsula.edu](mailto:purchasing@nsula.edu). Written inquiries must be received in the NSU Purchasing Office no later than **five (5) calendar days prior to the opening of bids** and **must clearly cross-referenced to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the NSU Purchasing Office, and mailed or delivered to all Bidders known to have received the solicitation. NSU shall not be responsible for any other interpretations or assumptions made by Bidder.

**8. 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 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

**9. Award:** Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing 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.

**10. Purchase Order:** If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

**11. Conditions of Purchase Orders:** We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms, and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

**12. Inspection and Acceptance:** Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

**13. Reject:** All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number, or it will be refused and returned at vendor's expense.

**14. Payment Terms:** Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

**15. U.S. Taxpayer Identification Number:** Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

**16. Taxes:** The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

**17. New Products:** Unless specifically called for in the ITB, 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 ITB. The manufacturer's standard warranty will apply unless otherwise specified in the ITB.

**18. Contract Renewals:** Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms, and conditions. In such cases, the total contract term cannot exceed 36 months.

**19. Contract Cancellation:** Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

**20. Default of Contractor:** Failure to deliver within the time specified in the bid will constitute default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting.

**21. Davis Bacon Act:** The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

**22. Order of Priority:** In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

**23. Applicable Law:** All contracts shall be construed in accordance with governed by the laws of the State of Louisiana

**24. Discrimination and EEOC COMPLIANCE:** The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII 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 of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual’s sexual orientation. 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.

**25. Standard Preference:**

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference?            Yes \_\_\_\_\_  
Specify Item Number(s) \_\_\_\_\_

Name and location within Louisiana where such paper or paper product is manufactured or converted:  
\_\_\_\_\_

**B.** A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes \_\_\_\_\_

Specify Item Number(s) \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown, or assembled: \_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

[**Note:** If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

**26. Scope of Contract:** Furthermore, submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

**27.** Bids submitted are subject to provisions of the laws of the State of Louisiana including but limited to L.R.S. 1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special considerations; and specifications listed in this solicitation.

\_\_\_\_\_  
(Members of firm or person authorized to sign bids for corporation)

**BIDDERS MUST SIGN IN INK**

### **I M P O R T A N T**

**Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:**

- 1. A current corporate officer, partnership member of other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or**
- 2. An individual authorized to bind the vendor as relected by an accompanying corporate resolution, certificate, or affidavit; or**
- 3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.**

By signing the bid, the bidder certified compliance with the above.

A Member of the University of Louisiana System

*WE ARE AN EQUAL OPPORTUNITY UNIVERSITY*

## IMPORTANT NOTES:

1. **VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
2. **ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
3. **IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
4. **NORTHWESTERN STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
5. **QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
6. **THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
7. **BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
8. **FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
9. **TAX EXEMPTION: *Northwestern State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Northwestern State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

## **BID SPECIFICATION and FORM**

### **--NSU Golf & Utility Cart Lease --**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the Specifications and/or Bid Form are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item.

Vendor must state the brand/model he or she is bidding on each item. It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

#### NOTE:

The University also reserves the right to reject any Vendor who cannot make delivery within (30 Days) days from the date of award.

Vendors are advised that all hazardous products must be accompanied by a "Hazardous Materials Data Sheet". This sheet must also include suggested antidotes for ingestion and other contact.

Any questions arising from either the specifications and/or jobsite visit must be addressed in writing to [purchasing@nsula.edu](mailto:purchasing@nsula.edu) and will be answered via an Addendum.

No addenda will be issued within a period of seventy-two (72) hours prior to the date set for the receipt of bids except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

The bidder *should* provide with their bid response, detailed literature for the brand and model of cart(s) their bid pricing is submitted for. These documents will assist the University in the bid evaluation process.

#### **Lemon Policy**

If Northwestern State University encounters the same problem with a given piece of equipment 3 times in the first year, the successful bidder agrees to replace the unit with a new piece of equipment of the same brand that is equal to or better than the piece of equipment being replaced.

#### **Shipping Address**

Northwestern Main Campus equipment will be shipped to the NSU Central Receiving, 998 South Jefferson St., Natchitoches, LA 71497 and Northwestern Hill Golf Course equipment will be shipped to the Northwestern Hill Golf Course, 6604 Highway 1 Bypass, Natchitoches, LA 71457.

**All shipping/freight shall be included in the bid price. All installation and/or set-up shall be included in the bid price.**



## **DETAILED SPECIFICATIONS CART 3 YEAR LEASE PROGRAM**

It is the intent of NSU to lease units of equal or better specifications listed below. Specifications listed on the prepared bid form below are the Yamaha brand carts. Golf carts must be equivalent or superior to an EZGO, Yamaha or Club car cart as specified. Any deviations must be listed in the alternate section of the bid form.

### **Fleet Golf Carts-Northwestern Hill Golf Course**

1. Units required: 45 EFI gas units and 1 AC/DC units  
Refer to the bid form for specifications.
2. Must include dash mounted fuel level gauge, USB charging ports, windshield, sand bottles, and number decals.
3. Cart should have 10-inch tires and no hub caps.
4. Maximum speed limit for each unit will be 15 MPH.

### **Golf Carts-Northwestern Main Campus**

1. Units required: 2 EFI Gas units and 4 AC/DC units.  
Refer to the bid form for specifications.
2. Maximum speed limit for each unit will be 20 MPH.

### **All Carts-Fleet Golf, Golf, Utility and Transports Carts**

1. Contract term will be three (3) year lease with a monthly payment schedule.  
Year model must be 2023 or newer.
2. Must be in excellent working and good physical condition. Must be covered by manufacturer and dealer warranty throughout the term of lease. Normal wear items may be excluded from warranty. Vendor shall be responsible for all routine maintenance throughout the term of this contract.
3. Deliver Northwestern Main Campus carts to NSU Central Receiving, 998 South Jefferson St., Natchitoches, LA 71497, by February 3<sup>rd</sup>, 2025.  
Deliver Northwestern Hill Golf Course carts to 6604 Highway 1 Bypass, Natchitoches, LA 71457, by February 3<sup>rd</sup>, 2025.
4. Color-All must be the same color (Green non-metallic color). Any other color variations must be pre-approved by NSU Purchasing Office in accordance with the inquiry deadline.
5. All carts must include standard hub caps or covers.
6. Tops must cover all seating positions and be tan, beige, white or similar in color.
7. Emergency service required within 48 hours of reporting problems, by a certified service technician.
8. Standard service within 72 hours of reporting problems, by a certified service technician.
9. All AC and DC carts must be equipped with a single point watering system and a battery level indicator. This system must enable batteries to be checked and filled without removing the individual caps on batteries.

**\*\*\*BID FORM\*\*\***

Item #	Item	Brand	Alternate Brand	Model	Alternate Model	Additional Information	Quantity Estimated	Price per Month	Discount for Annual Payment on or before August 1 of each year
1	Standard 15 mph Fleet Golf Cart EFI	Yamaha		Drive 2		Includes Standard Top, Clear Split Windshield, USB Port, 2 Sand Bottles, Fleet Numbers. Green Non-Metallic Body Color: Engine speed Max: 15 MPH 10-inch tires and no hub cabs.	<b>45</b>	\$ -	%
2	Standard Utility Cart AC or DC	Yamaha		Umax Two		Includes Top, Clear Split Windshield, USB Port, Head lights, Taillights, Orange Safety strobe. Green Non-Metallic Body Color: Engine speed 15-20 MPH	<b>4</b>	\$ -	%
3	Standard Utility Cart EFI	Yamaha		Umax Two		Includes Top, Clear Split Windshield, USB Port, Head lights, Taillights, Orange Safety strobe. Green Non-Metallic Body Color: Engine speed 15-20 MPH	<b>2</b>	\$ -	%
4	Transport Cart 3 Seat Forward Facing and 1 seat rear facing. AC or DC	Yamaha		Concierge 6		Includes Top, Clear Split Windshield, USB Port, Head lights, Taillights, Orange Safety strobe. Green Non-Metallic Body Color: Engine speed 15-20 MPH	<b>1</b>	\$ -	%

**TOTAL BID AMOUNT** \_\_\_\_\_ **\$** \_\_\_\_\_  
 (Words) (Figures)

**F.O.B.** Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

**Acknowledges receipt of the following:**

**ADDENDA:**      **No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
                         **No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

\_\_\_\_\_  
**VENDOR NAME**

\_\_\_\_\_  
**SIGNATURE (Re: L.R.S. 39:1594(Act 121))**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**CITY, STATE, ZIP**

\_\_\_\_\_  
**FEDERAL TAX IDENTIFICATION NUMBER (FIN)**

\_\_\_\_\_  
**DATE**

**\*\*\*\*\* Submittals should have ITB #7657 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection. \*\*\***

# CERTIFICATION STATEMENT

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

**OFFICIAL CONTACT.** The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Telephone Number with area code: (    ) \_\_\_\_\_

C. Facsimile Number with area code: (    ) \_\_\_\_\_

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate.
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein.
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov) .)

Professional Job Title: \_\_\_\_\_

Official Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SIGNATURE of Bidder's Authorized Representative:** \_\_\_\_\_  
(Signature MUST be HAND SIGNED and should be in Blue ink)

**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

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
State Agency Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_