# STATE OF LOUISIANA SOUTHEASTERN LOUISIANA UNIVERSITY HAMMOND, LOUISIANA

A Member of the University of Louisiana System

#### **INVITATION TO BID**

TO

FURNISH, DELIVER AND INSTALL
FITNESS EQUIPMENT
TO THE SOUTHEASTERN LOUISIANA UNIVERSITY PENNINGTON STUDENT ACTIVITY CENTER

**ISSUING AGENCY:** 

Southeastern Louisiana University

**Purchasing Department** 

SLU 10800

Hammond, LA 70402

DIRECTOR OF PURCHASING:

Richard Himber

Telephone:

(985) 549-2064

**PURCHASING AGENT:** 

Phyllis Hoover, CPPB, NIGP-CPP

Telephone:

(985) 549-5415

**REQUISITIONED BY:** 

Eric Aymond

Telephone:

(985) 549-5727

RELEASE DATE:

February 12, 2025

**BID OPENING DATE:** 

March 5, 2025

**BID OPENING TIME:** 

4:00 P.M., CST

**BID OPENING LOCATION:** 

Southeastern Louisiana University

**Purchasing Department** 

Property Control & Supply Building North Oak Street Maintenance Complex

Hammond, Louisiana

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 REJECTED.

# SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE SIGNATURE FORM

BIDDER'S NAME:					
TELEPHONE NO:		FAX NUMBE	R		prompts.
MAILING ADDRESS:	ADDRESS	CITY	STATE	ZIP CODE	
SCOPE OF SOLICITAT	<u>ION</u>				
to the Pennington Student shall be required to furnish	niversity is soliciting this bid Activity Center's Fitness Ro h, deliver, setup, and install t ining University staff on the	oom on Southeasterr he equipment. Addi	Louisiana Univer	sity's Campus. The s ssful bidder(s) shall t	successful bidder(s) be required to provide
	Il be required to provide the to tall describing maintenance is to operation of each item.				
Pricing shall include the c installation is complete.	ost of furnishing desired equ	ipment, delivery, se	tup, installation of	the equipment, and t	raining after the
I/we do hereby acknowled	lge receipt of the following a	ddenda (if any):			
No Dated_		No D	ated		
OTHER REQUIREMENT	ΓS:				
Bidder shall include the co	ost of transportation and hand	dling in the unit pric	e of each item offe	ered - F.O.B. Univers	sity, Hammond, LA.
The attached Instructions	to Bidders and General Cond	litions shall be a par	t hereof.		
The attached Insurance Re	equirements and Indemnifica	tion Agreement shal	l be a part hereof.		
TO THE VENDOR:					
	ecifications or catalogue num such specifications shall not				
	A SEALED BID AND MU CANNOT BE FAXED AN				SON.
TERMS: Net 30 Prox., F.	O.B. University Receiving St	tation, Hammond, L	ouisiana.		
	than state sales and use tax, scurrently exempt from state		thin the bidder's u	nit price.	
THIS BID RESPONSE SU	UBMITTED BY:				
AUTHORIZED OFFICER	R:Signatur				_
				•	
TITLE:		DATE:			

#### STATE OF LOUISIANA

#### SOUTHEASTERN LOUISIANA UNIVERSITY

## HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail Address: Southeastern LA University Delivery: Southeastern LA University

Purchasing Department

SLU 10800

Hammond, LA 70402

**Purchasing Department** 

Property Control & Supply Bldg

2400 North Oak St. Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

#### 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 by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, 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 should 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 document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 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 the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

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- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) Notice of Special Programs Available for Small Business: <a href="https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business/special-programs-
- 7) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.
- 8) If submitting a response equal to or greater than \$100,000.00 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.

# GENERAL CONDITIONS

The SLU Purchasing Department 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.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, 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.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, 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 document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state 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 contractor will be considered.

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- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor 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 contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

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# **Fitness Equipment**

## I. SITE VISIT

It is recommended that all parties interested in submitting a bid regarding this solicitation, visit the installation site and familiarize themselves with the access to the building, and the areas where the equipment will be installed. It is the vendor's sole responsibility to visit the site. It shall be the successful bidders' responsibility to absorb any additional costs that they may incur for delivery and installation should they not visit the site, and not be aware of building features that may lead to difficult deliveries or installations. A site visit may be scheduled by contacting Eric Aymond at (985)549-5727 or eric.aymond@selu.edu. Mr. Aymond shall coordinate the site visit with the appropriate University staff members.

#### II. INSURANCE REQUIREMENTS

The successful bidder(s) shall supply a certificate of insurance per the attached Insurance Requirements for State of Louisiana Contracts." The certificate shall name Southeastern Louisiana University as the certificate holder and as an additional insured for General Liability and Automobile coverage. Further, the certificate shall grant a waiver of subrogation in favor of Southeastern Louisiana for Workers' Compensation coverage.

The successful bidder shall also be required to provide an Indemnification Agreement. The Indemnification Agreement is provided in the insurance information provided in this document.

## III. BID AWARD

Due to compatibility and footprint, this bid shall be awarded to one vendor for all items. Vendor must bid on all items. Failure to do so shall result in rejection of the bid response without further consideration. for the group.

IV.

#### V. <u>COMPLIANCE</u>

Failure on the part of the bidder to comply with any and all requirements and conditions of this specification may subject the bid response to rejection. No exception to or deviations from the specification will be considered unless each exception or deviation <u>is specifically stated as part of the bid.</u> Any exception must be specifically stated by the bidder as an exception with a detailed statement completely defining the exception or exceptions. <u>The item number, the make and model number of the alternate offered, and any exceptions/deviations MUST be submitted with the bid response;</u> however, that information alone may not be sufficient for evaluation and the burden of proof of compliance with the specification will be at the expense and responsibility of the vendor if questioned by the user department after delivery.

THE BRAND NAMES SPECIFIED ARE USED ONLY TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. HOWEVER, IF BIDDING AN "EQUIVALENT" TO BRAND SPECIFIED IT IS MANDATORY THAT BIDDER FURNISH WITH BID DETAILED LITERATURE AND/OR SPECIFICATIONS TO BE USED IN EVALUATION OF PRODUCT THAT ENSURE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED ARE MET. FAILURE TO SUBMIT SAID INFORMATION SHALL BE CAUSE FOR BID NOT TO BE CONSIDERED.

## VI. <u>DELIVERY AND INSTALLATION</u>

The equipment shall be delivered to one location on campus. The University shall assume no liability or responsibility in connection with deliveries of equipment. It shall be the responsibility of the successful bidder to deliver/install all equipment as specified. If bidder does not have representation in the area; then, the bidder shall make provisions to handle delivery/installation work at the bidder's expense. Such an installation arrangement will in no way relieve the successful bidder from responsibility of delivery/installation to the satisfaction of the University.

Scope of delivery and installation includes labor, materials and services required to produce a complete delivery/installation acceptable to the University. Pricing shall include the cost of furnishing desired equipment, delivery, setup, installation of the equipment, and training after the installation is complete.

Successful bidder shall notify the Director for Recreational Sports and Wellness, Eric Aymond, at (985)549-5727 or <a href="mailto:eric.aymond@selu.edu">eric.aymond@selu.edu</a> at least 48 hours prior to delivery. No deliveries are to be scheduled on weekends or holidays, or after hours. Under no circumstances shall a delivery be made to the site or the University without giving prior notice and receiving approval. Delivery and installation shall occur during regular work hours. 8:00 AM to 4:00 PM Monday through Thursday or 8:00 AM – 12:00 PM Friday.

#### VII. WARRANTIES

1. 5 years Parts and 5 Years Labor Warranty

## VIII. <u>SPECIFICATIONS</u>

- 1. Matrix Endurance Treadmill with Premium LED Console or Equal
  Quantity 8
- a. 8,000-pixel multi-color LED Display
- b. Workouts include: Go, manual, Sprint 8, target heart rate, interval training, fat burn, rolling hills, constant watts, 5k/10k, fitness tests
- c. Integrated 3-Speed Fan
- d. Bluetooth (Heartrate)
- e. Reading Rack
- f. Self-lubricating Ultimate Deck System with industrial-grade cushioning
- g. Removable side rails, front roller assembly and an easy-to-open motor cover
- h. Incline Range: 0–15% (700-lb. thrust-elevation motor)
- i. Speed Range: 0.8-20 km/h / 0.5-12 mph
- j. Step-on Height: 23 cm / 9"
- k. Tread Sense Capability
- I. Drive System: 4.2 hp AC Dynamic Response Drive System
- m. Max User Weight: 400lbs
- n. 5 years Parts and 5 Years Labor Warranty

## 2. Matrix Endurance Climbmill with Premium LED Console or Equal

Quantity – 4

- a. 8,000-pixel multi-color LED Display
- b. Workouts Include: Go, manual, Landmarks, target heart rate, interval training, fat burn, rolling hills, constant watts, fitness tests
- c. Landmarks program includes more than 20 globe-spanning destinations.
- d. Integrated 3-Speed Fan
- e. Bluetooth (Heartrate)
- f. Reading Rack
- g. Exclusive Sweat Management System tracks sweat away from the user and critical components
- h. Side access panel can be removed quickly using a common coin, with an internal service light
- i. Perimeter Handlebar Design
- j. Locking Staircase
- k. Drive System: Clutched ECB with industrial-grade drive chain and belt
- 1. 25 Resistance Levels
- m. Auto-stop Function
- n. 14" Step-on Height
- o. Max User Weight: 400lbs
- p. 5 years Parts and 5 Years Labor Warranty

## 3. Matrix Endurance Elliptical with Premium LED Console or Equal

Quantity - 11

- a. 8,000-pixel multi-color LED Display
- b. Workouts include: Go, manual, Sprint 8, target heart rate, interval training, fat burn, rolling hills, constant watts, 5k/10k, fitness tests
- c. Integrated 3-Speed Fan
- d. Bluetooth (Heartrate)
- e. Reading Rack
- f. Suspension design with constant rate of acceleration is wheel- and track-free
- g. Self-powered operation
- h. Resistance System: Brushless Generator
- i. Step-on Height: 24 cm / 9.5"
- j. Stride Length: 53.3 cm / 21"
- k. Top Down Levelers
- Resistance Range: 5–705 W
- m. Watt Range: 5-650 W
- n. 25 resistance Levels
- o. Max User Weight: 400lbs
- p. 5 Years Parts and 5 Years Labor Warranty

# 4. Matrix Endurance Upright Cycle with Premium LED Console or Equal

Quantity – 3

- a. 8,000-pixel multi-color LED Display
- b. Workouts include: Go, manual, Sprint 8, target heart rate, interval training, fat burn, rolling hills, constant watts, 5k/10k, fitness tests
- c. Integrated 3-Speed Fan
- d. Bluetooth (Heartrate)
- e. Reading Rack
- f. Contoured 'Ergo Form' seat
- g. Self-balancing pedals
- h. Single-hand seat adjustments
- i. Self-powered or 100-240 V 50/60 Hz AC

- j. Handlebar design is custom-molded, racing design with elbow support
- k. Three piece crank design with forged arms and integrated puller
- 1. Top Down Levelers
- m. Resistance Range: 1-500 W
- n. Rear Lift Handle
- o. 30 Resistance Levels
- p. Max User Weight: 400lbs
- q. 5 Years Parts and 5 Years Labor Warranty

## 5. Matrix Endurance Recumbent Cycle with Premium LED Console or Equal

Quantity – 3

- a. 8,000-pixel multi-color LED Display
- b. Workouts include: Go, manual, Sprint 8, target heart rate, interval training, fat burn, rolling hills, constant watts, 5k/10k, fitness tests
- c. Integrated 3-Speed Fan
- d. Bluetooth (Heartrate)
- e. Reading Rack
- f. Single-hand seat adjustments
- g. Rear Lift Handle
- h. Step-through front design
- i. Pedal Spacing is 17.5 cm / 6.9"
- j. Three piece crank design with forged arms and integrated puller
- k. Seat Material: Custom one-piece, molded seat back and bottom
- 1. Handlebar Design: Seat side; front ergo bend
- m. Resistance Range: 2-750W
- n. 30 Resistance Levels
- o. Max User Weight: 400lbs
- p. 5 Years Parts and 5 Years Labor Warranty

Pricing shall include the cost of furnishing desired equipment, delivery, setup, installation of the equipment, and training after the installation is complete.

	Item Description	Units	Unit Price	Amount
•	Matrix Endurance Treadmill with Premium LED Console or Equal	8		
	State Make/Model:			
2.	Matrix Endurance Climbmill with Premium LED Console or Equal	4		
	State Make/Model:			
3.	Matrix Endurance Elliptical with Premium LED Console or Equal State Make/Model:	11		
4.	Matrix Endurance Upright Cycle with Premium LED Console or Equal	3		
	State Make/Model:			
5.	Matrix Endurance Recumbent Cycle with Premium LED Console or Equal	3		
	State Make/Model:			
SO AC	ICES MUST INCLUDE ALL COSTS FO UTHEASTERN LOUISIANA UNIVERSI TIVITY CENTER, AND INSTALLATIO	TY PEN	NINGTON STUD	
UTHEA	ASTERN LOUISIANA UNIVERSI	TY PEN	NINGTON STUD	

Check the maximum delivery time the bidder can warrant delivery and installation of the equipment offered after receipt of a purchase order:

( ) 15 days or	less	
( ) 30 days or	less	
( ) 60 days or	less	
( ) Other, Stat	te:	

# ALTERNATIVE PRODUCT OFFERING FORM

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID RESPONSE FORMS IF OFFERING AN ITEM OR ITEMS OTHER THAN SPECIFIED. PLEASE PROVIDE DETAILED SPECIFICATIONS OF ALTERNATE PRODUCT WITH BID RESPONSE. FAILURE TO INCLUDE THIS SHEET AND PROVIDE DETAILED LITERATURE FOR ALTERNATIVE PRODUCT SHALL BE CAUSE FOR REJECTION OF BID.

 ITEM #
 MAKE/MODEL OFFERED
 ANY EXCEPTION/DEVIATIONS

Make additional copies of this page if additional copies are required

## **BID RESPONSE FORM CONTINUED**

This form is to be completed in its entirety and submitted with the bid Response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of bid without further consideration.

#### INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY \$1,000,000 MINIMUM COVERAGE
Name of Insurer:(Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less
If Not A.M. Best Rated State Type of Insurer:
Agent Company: Telephone No:
COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE  Name of Insurer:  (Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less
Agent Company: Telephone No:
AUTOMOBILE LIABILITY
Name of Insurer: (Not the Agent Company)
Insurer's Address:
Check Insurer's A.M. Best Rating: [ ] A Level / [ ] B, C, D, E, F Level
Check Best Financial Size Category Rating: [ ] VI or Greater; [ ] V or Less
Agent Company: Telephone No:

#### INSURANCE REQUIREMENTS

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to 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.

A. Workers' Compensation and Employers Liability: \$1,000,000 as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Vendor shall be required to execute the below Indemnification Agreement as part of the BID Requirements.

#### INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name	
Signature	
Title	
Date Accepted	
Is Certificate of Insurance Attached?	[ ] Yes [ ] No
Contract No.	for Southeastern Louisiana University State Agency Name
PURPOSE OF CONTRACT:	
	252

Logo file may be acquired from: Lindsey Owens — lindsey.owens@selu.edu



## Colors:

## Green

Pantone 357 CMYK 86-40-91-39

RGB 27-86-50

HEX #1A5632

## Gold

Pantone 123

CMYK 0-23-91-0

RGB 255-198-41

HEX #FFC629