



BID NUMBER: **SB# 7658**

DATE: **April 9, 2025**

**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, May 1st, 2025**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

Mandatory Pre-Bid Conference: A mandatory Prebid conference will be held at **10:00 AM Tuesday April 22nd, 2025** at the following location: NSU Facility Service, Conference Room, 998 South Jefferson, Natchitoches, La 71497

DESCRIPTION

NSU Lawn Maintenance, Main Campus-Natchitoches

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 #7658 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 are 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. 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 reelected 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.***

NOTICE TO BIDDERS

Bid security must be attached (insurance company, bank money order, certified check or cashier's check) in the sum of five percent (5%) of the amount bid (including base bid and additive alternates, if any) and shall become the property of the owner in the event the contract and bond are not executed within the time set forth above. If bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as Building Construction work. No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PURCHASING. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ON WHICH BIDS ARE TO BE OPENED.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by Northwestern State University of Louisiana within ten (10) days after notice from NSU.

The undersigned further agrees, if awarded the contract, to execute and deliver to NSU at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

**NSU Natchitoches Lawn Maintenance, Main Campus
Natchitoches, LA 71497**

Item	Quantity	Description	Unit Price	Extended Price
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1. 12 Grass and Lawn Maintenance per Month \$_____ \$_____

2. 1000 Special Event Call Out Service Per Hour \$_____ \$_____

Call out quantities are estimated and intended only to create evaluation markers. NSU reserves the right to increase or decrease these quantities as needed throughout the term of any contract executed from this solicitation.

TOTAL 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 #7658** clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection. ***

SPECIFICATIONS

One (1) YEAR CONTRACT WITH TWO (2) YEARS OPTIONAL RENEWALS FOR Natchitoches Lawn Maintenance, Main Campus

All bidders are required to attend the mandatory pre-bid conference. This conference is to inspect the site(s) and to allow for questions to be answered with an owner's representative.

Licenses and Permits:

The Contractor must have a Louisiana Licenses with a classification in the following:

Contractor must have a **Chemical Applicator License** Contractor must furnish a copy of these current licenses, upon request and must maintain all licenses during the course of this contract. An employee holding the appropriate license must be on site whenever chemical services are performed. Appropriate licensing determinations are set according to Louisiana Department of Agriculture and Forestry (Phone Number 225-952-8100).

Contractors must provide NSU with a valid certificate of insurance no later than July 10 of each contract year. All insurance certificates must meet the requirements listed in **Exhibit A** and name Northwestern State University as the certificate holder.

References:

Bidder must have successfully performed contracts of commercial properties of similar size and scope. The contractor shall provide a list with at least three (3) references listing buildings, management companies, addresses/locations, primary office addresses, and telephone numbers, including the name of the Owner and/or General Manager. These references will be examples of same quality expected. References must be submitted with bid submission. Failure to submit with bid submission is grounds for rejection as non-responsive. Bidder is responsible for having adequate equipment and number of employees to provideservices solicited in this bid

Scope:

This solicitation to cover the furnishing of labor, materials, supplies and equipment necessary to provide grass cutting for the NSU Main Campus.

Grass cutting, chemical application, and fertilizer will be required as shown in maps of NSU campus: **See Exhibit B**

Note: All areas noted in Yellow on Exhibit B are excluded from this contract, to include all synthetic turf playing fields.

Quantities/Inspections:

Bidders must inspect all sites and perform their own measurements and survey the sites to determine the proper quantities of labor hours, equipment, supplies, materials, etc. required for this contract.

Bid Specifications:

The successful bidder shall furnish all labor, materials, supplies and equipment necessary to provide grass cutting and lawn maintenance..

Turf Maintenance Frequency:

The grass/turf cutting and trimming around buildings, beds, plantings, curbs, sidewalks, poles, signs and landscape maintenance shall be provided to all sites weekly from April through October. These services will decrease to three (3) times in the months of March and November and two (2) times in December, January, and February. March and November will be maintained on the 1st, 3rd and 4th week while December/January/February will be maintained on the 2nd & 4th Week.

Turf Maintenance Management:

Lawn Services shall include the following: mowing of all lawn areas, edging of all sidewalks and curbs, weed eating along all buildings, fences, and poles, air-blowing, raking and removing all clippings from parking lots, driveways, sidewalks, and street curbs. No clippings shall be blown/swept into the building entrance ways, streets and/or parking areas at any time.

THE SERVICES LISTED WILL BE PERFORMED AT EACH VISIT. CONTRACTOR SHALL PICK UP ALL TRASH AROUND SITE BEFORE ANY CUTTING STARTS.

Grass clippings, litter, cigarette butts, and debris shall not be blown into rain drains or permitted to remain on hard surfaces to eventually wash into rain drains.

Care must be taken to not air-blow or discharge grass trimmings onto parked vehicles in the vicinity of lawn services. Care and caution must be taken to not create ruts and trenching during extended periods of rain.

Proper care will be taken to regulate the mowing height to promote effective root growth to the existing turf. Appropriate attention will be given to minimize runs and matting to ensure the turf areas are kept in the best possible conditions.

All landscaping turf shall be fertilized timely utilizing water-soluble synthetic, inorganic fast release, for quick-turn response, and slow release for longer residual turn response.

Proper Equipment:

Walk behind 21" mowers on any grass section less than a width and/or length of 48".

Stick type edgers on all drives, sidewalks, or curb edging. All must be equipped with cutting guards.

All mowing machines will be equipped with mulch type blades and discharge chutes. *No open discharge mowers or open exhaust are allowed.*

Lawn Maintenance:

Maintain all lawn areas as follows: **(See Exhibit B)**

Mower cut height approximate:

St. Augustine lawn: 1.5" - 2.5" Centipede lawn: 1" - 2"

Bermuda lawn: 1" - 1.5", or as recommended by the Louisiana Department of Agriculture.

Fertilize all lawn areas in March with Premium Lawn Fertilizer 13-13-13 (or approved equal) 20 lbs. per 5,000 square feet. (See Section 5.3)

Turf/Lawn areas shall be maintained reasonably free from weeds and may be chemically treated for weed control; however, care must be exercised to minimize chemical kill and run-off. Lawn areas shall be treated four (4) times per year with emergents in mid-January, mid-March, mid-July, and mid-October.

Chemical Use:

Chemical weed control may be used; however, caution must be exercised to protect the public, the property and the environment. Alternate chemicals to maximize effect. Fertilization of all existing trees shall be done once a year, in mid-March. Only chemicals approved by the Environmental Protection Agency and considered the safest and most effective for the specific task may be used in this contract.

Contractor shall discuss with the Grounds Director what chemicals and where chemicals are being utilized before any chemical weed control program starts

Contractor will furnish a ringed binder containing full Material Safety Data Sheets for all products used at property. These MSDS sheets will be kept updated and current with all products used at the property throughout this contract. These binders and all updates shall be delivered to the Grounds Manager.

Cutting/Work Hours:

The work that is to be performed shall be scheduled in advance and shall be performed during regular working hours. Care should be taken to ensure the cutting/work as quietly as possible, and without tracking dirt or trimmings onto carpeted areas, or tiled areas. Negligent performance in this area will result in additional cleaning of carpet/tile. Cost of cleaning will be at the Landscaping Contractor's expense.

All properties listed on this bid shall be cut during working hours which are as follows:

**Monday, Tuesday, Wednesday, Thursday & Friday 6am - 6pm;
Saturday 10am - 4pm**

Billing:

The contractor shall submit an individual invoice for each location serviced under this contract, on the first of each month. The invoices shall be submitted to:

**Northwestern State University
Accounts Payable
nsuacctspay@nsula.edu
200 Sam Sibley Dr
Natchitoches, La 71497**

Quality Control:

In the event of inclement weather, services will be rescheduled and performed the next available day. If the services are not provided on the next available day, the Grounds Manager or the designee will be notified of delays, reasons for delays, and resolutions. All services shall be performed in a professional and timely manner.

Inspection/discovery of unsatisfactory cuttings and/or performances will be discussed with the Contractor, his staff and the Department Representative, if or when required. The Contractor will be given adequate time to correct the unsatisfactory conditions within Industry Standards and/or degree on non-conformance to NSU specifications and contract.

Grounds Department will supply documentation to prove present unsatisfactory and/or repeated unsatisfactory workmanship, documentation of supervisor visits, requests for additional supervisor visits and previous agreements and resolutions, photographs, etc.

Liquidated Damages:

The Bidder hereby also agrees to pay as Liquidated damages the sum of \$500.00 for each consecutive calendar day, which the work is not complete, or services are not rendered in accordance with this ITB and/or subsequent contracts, Purchase Orders and Change Orders. Any work delinquent or deficient for more than 10 consecutive calendar days may result in cancellation of contract.

Safety Precautions:

Safety must be exercised at all times to safeguard the welfare and safety of the Building patrons, the general public, the employees and students of NSU. Job sites must remain clean and without excessive litter and debris without obstructions to walkways, driveways, and the parking lot. These areas must remain unobstructed and free for ingress and egress, and pedestrian safety. If a contractor should damage or destroy any part of a building, vehicle, glass, wall, parking lot curb, sprinkler heads, fence, tree, or pole, the contractor shall be required to replace and/or restore such item to its original condition, with the same type of material, finish, and workmanship. The contractor will be responsible for any and all damage caused by the contractors' lawn equipment, and for the equipment itself.

Contractor must consider the security and integrity of the Buildings and Grounds, before, during, and after contractor services. Buildings, Grounds, and Equipment must be protected and secured to the satisfaction of NSU and Industry Standards. The Contractor will provide trained personnel to perform all duties of this Contract. Contractors' personnel will conduct themselves in a professional, courteous manner, and be neat in appearance while employees are on any NSU property.

Contractor shall discuss with the Grounds Director what chemicals and where chemicals are being utilized before any chemical weed control program starts.

Special Events

Contractor shall submit a per hour rate for special events at NSU. This rate should include all above-described services for the area identified and must be pre-approved and requested by NSU Grounds Manager. Contractor must adhere to a 72-hour notice for special events requests for services. All "Special Events" are limited to the areas included in **Exhibit B**. Special Events Services should not exceed 1000 hours per fiscal year.

Exhibit A
Insurance Requirements Contractor's Liability Insurance

Proof of insurance will be required with the submission of the bid form.

Insurance coverage specified below shall be furnished with the following minimum limits:

Compensation Insurance: The contractor and subcontractors shall purchase and maintain during the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Worker's Compensation

Worker's Compensation insurance shall be in compliance with the worker's compensation law of the state of the contractor's headquarters. Employers liability is included with a minimum limit of

\$500,000 per accident/per disease/per employee. If work is to be performed over the water and involves maritime exposure, applicable LHWSCA, Jones Act, or other maritime law coverage shall be included and the employer's liability limit increased to a minimum of \$1,000,000. A. M. Best's insurance company rating requirement may be waived for worker's compensation coverage only.

2. Commercial General Liability

Commercial general liability insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability Occurrence Form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-Made form is unacceptable.

3. Automobile Liability

Automobile liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO Form Number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and accepted by the Agency. The contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the agency.
- b. The contractor's insurance shall be primary as respects the agency, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the agency shall be excess and non-contributory of the contractor's insurance.
- c. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees, and volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employer's Liability Coverage

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

3. All Coverages

- a. Coverage shall not be cancelled, suspended, or voided by either party (the contractor or the insured) or reduced in coverage or in limits except after thirty (30) days written notice has been given to the agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the contractor to comply with reporting provisions of the policy shall not affect coverage provided to the agency, its officers, agents, employees, and volunteers.

D. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A. M. Best rating, the contractor shall obtain a policy with an insurer that meets the A. M. Best rating and shall submit another certificate of insurance as required in the contract.

E. Verification of Coverage

Contractor shall furnish the agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind Coverage on its behalf. The certificates are to be received and approved by the agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The agency reserves the right to request complete certified copies of all required insurance policies at any time. Upon failure of the contractor to furnish, deliver, and maintain such insurance as above provided, this contract, at the election of the agency, may be suspended, discontinued, or terminated. Failure of the contractor to purchase and/or maintain any required insurance shall not relieve the contractor from any liability or indemnification under the contract.

F. Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The agency reserves the right to request copies of subcontractor's certificates at any time.

G. Workers Compensation Indemnity

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

H. Indemnification/Hold Harmless Agreement

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

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

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 .)

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 _____

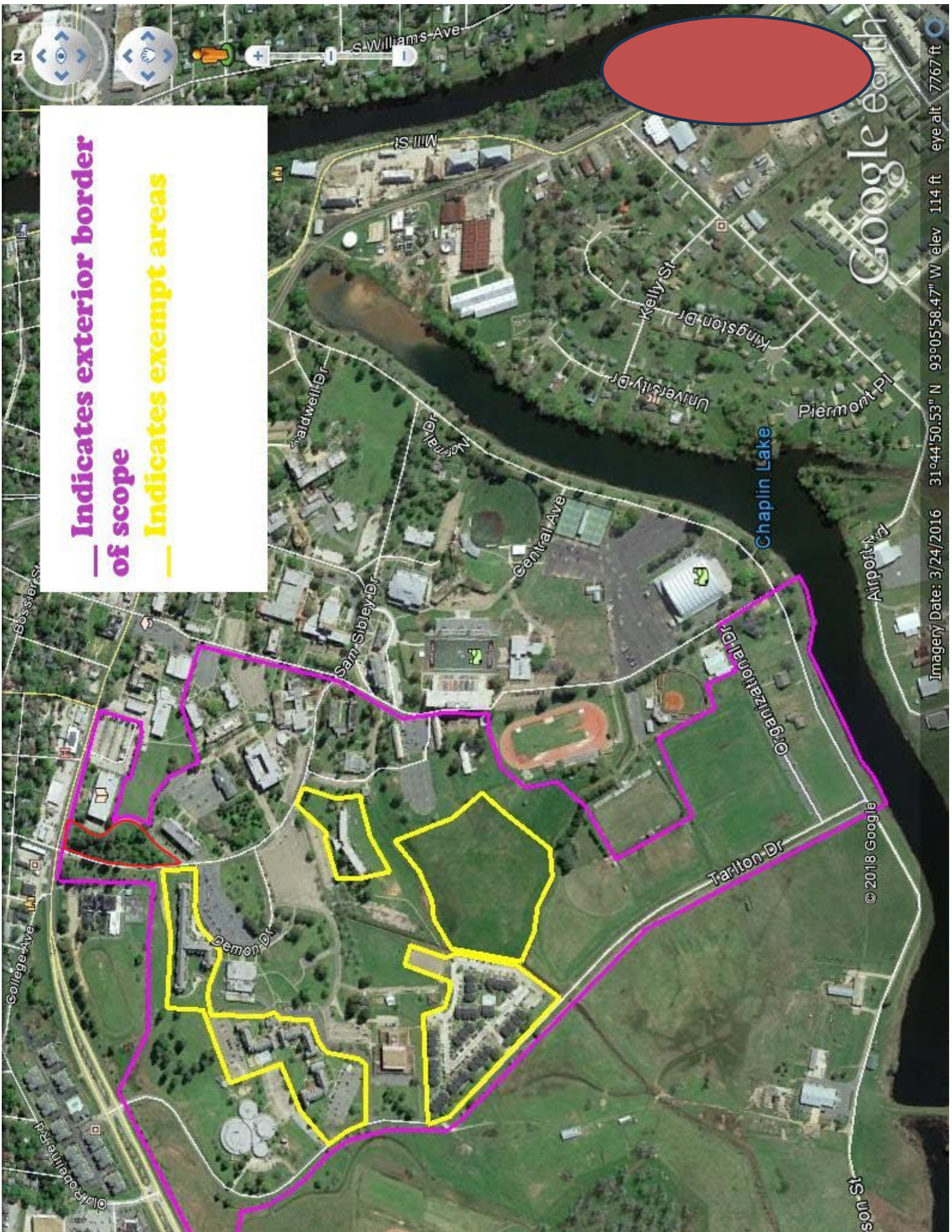
Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Name

PURPOSE OF CONTRACT: _____

— Indicates exterior border
of scope

— Indicates exempt areas



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Imagery Date: 3/24/2016

31°44'50.53" N 93°05'58.47" W elev 114 ft

eye alt 7767 ft