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| 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITION | TIONS AND SPECIFICATIONS. | | | |
| 2. FILL IN ALL BLANK SPACES. | W. CORDECTIONS - EDACATES OF OFFICE FORMS OF ALTERNATION TO | | | |
| | NY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO | | | |
| UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. | D. DEGITATION OF AC OBSERVED PROVIDED DEDG COMMENTATIO | | | |
| | B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER | | | |
| RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, W | | | | |
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| BY SIGNING THIS BID, THE BIDDER CERTIFIES: | | | | |
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| * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS I | EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED | | | |
| OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH A | AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR | | | |
| THE GENERAL SERVICES ADMINISTRATION (GSA). | | | | |
| * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYE | EES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL | | | |
| BE REJECTED. | | | | |
| * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRAC | T AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS | | | |
| ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS A | APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE | | | |
| CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERM | NATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY | | | |
| DAMAGES RESULTING FROM SAID TERMINATION. | | | | |
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| THE BIDDER FURTHER CERTIFIES: | | | | |
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| * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS | S, CONDITIONS, AND SPECIFICATIONS. | | | |
| * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. | | | | |
| | SIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, | | | |
| PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES I | | | | |
| * THAT IF MY BID IS ACCEPTED WITHIN DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL | | | | |
| OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). | | | | |
| * DELIVERY WILL BE MADE WITHIN DAYS | | | | |
| 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED EI | | | | |
| 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTO OUTSIDE. NO BID WILL BE OPENED TO DETERMINE CONTENT | | | | |
| 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO | | | | |
| | NS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL | | | |
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| STANDARD T | ERMS & CONDITIO | ons | | Page 2 of | 5 |
|---------------------|--------------------------|----------|--------|-----------|---|
| NUMBER OPEN DATE | : 007274 : 05/30/2025 | TIME: 02 | :00 PM | BIDDER: | |

CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

- 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
- 10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
- 11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
- 13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
- 15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
- 16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.
- 17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
- 18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
- 19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, 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. THE

| STANDARD TERMS & CONDITIONS | Page 3 of 5 |
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| NUMBER : 007274 OPEN DATE : 05/30/2025 TIME: 02:00 PM | BIDDER: |

MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

- 20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
 - (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
 - (3) MISREPRESENTATION BY THE 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.
- 21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY 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.
- 22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
- 23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
- 24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
- 25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS.

 IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.
- 26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.
- 27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.
- 28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUBSC.
- 29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.
- 30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS

| STANDARD TERMS & CONDITIONS | Page 4 of 5 | | |
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| NUMBER : 007274 OPEN DATE : 05/30/2025 TIME: 02:00 PM | BIDDER: | | |
| COMPRISED OF LOUISIANA RESIDENTS? YESNO | THIS PRODUCT IS MANUFACTURED, PRODUCED, DEC ON SEPARATE SHEET.) PROCE? YES NO TY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS CAUSE ELIMINATION FROM PREFERENCES. CONTRACTS. L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE: SCHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A RECORDS ON FILE WITH THE SECRETARY OF STATE; VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. FIES COMPLIANCE WITH THE ABOVE. AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL EKREPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS DIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL ER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND TY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD. TH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO ETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH INING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH ONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED | | |
| FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES. | | | |

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SCOPE OF BID

The purpose of this bid is to establish a contract to supply epoxying coating to flooring located in the Center for Medical Education and Wellness Building at Louisiana State University Health Sciences Center-Shreveport (LSUHSC-S).

The intent of this bid is to establish the proposed specifications for the service, including minimum specs for the required terms.

TERMS OF THE CONTRACT

Service must be completed by June 30, 2025.

All prices are to be firm for the contractual period; but wherever there is a general reduction in price, which is lower than the contract price, said reduction must be presented directly to LSUHSC-S.

REQUIREMENTS

Bidder must document that the product specified for use is from a company with a minimum of three (3) years of experience specializing in the manufacture of the product.

Bidder must have a minimum of five (5) years of experience in performing the work specified in this bid.

Installing contractor must have a Level 2 AMPP certified concrete inspector on full-time employment.

The attached list of specifications represents the service required, including all incidental requirements to accommodate the Department's needs. This bid shall be awarded based on low bid for all products and labor to complete the services and warranties, plus any additional charges submitted by the bidder. This is an All or None Bid.

BIDDING PROCEDURE AND SUBMISSIONS

As a Bidder, you have the authority to act on behalf of the Company to submit an offer to sell to the Owner the specified items and/or services requested.

There will be a mandatory Pre-Bid Conference for this solicitation on May 22, 2025 at 10:00 am in the Administration Building, 1501 Kings Highway, G-15. All pertinent information is included in the bid, as well as a drawing of the area to be serviced. Any questions relating to this bid shall be addressed at the Pre-Bid Conference. Any interpretations will be made only by addendum duly issued and delivered to each Bidder attending the Pre-Bid Conference no later than May 23, 2025.

Bidders must properly complete the Bid, including all required attestations and addenda. The Bid must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594. Any exceptions to the attached terms and conditions shall be presented at the time of the bid submission.

Bids shall be delivered in a sealed envelope with the Bid Number clearly marked on the outside of the envelope. Late Bids will not be accepted and will be returned unopened. It is the Bidder's responsibility to make sure Bids are delivered before the Bid Opening. Faxed or emailed bids will not be accepted. Delays by mail, traffic, or any other reason will be at the Bidders own risk. The Bid package must be delivered at the Bidder's expense to:

Lorna Rawls, Purchasing Louisiana State University Health Sciences Center – Shreveport 1501 Kings Highway, Admin G-16 Shreveport, LA 71103 Phone: (318) 675-5540

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit price will govern. All requested items must be bid.

Note that any exceptions may result in a disqualified Bid if the aforementioned exceptions are in conflict with State guidelines governing LSUHSC-S.

These documents must be included with the Bid, if applicable:

- 1. Signed Invitation to Bid
- 2. Price Sheet
- 3. Certificate of Liability Insurance
- 4. Signed Indemnification Agreement
- 5. Addenda Requiring a Signature

Selected Bidder shall maintain the following minimum insurance coverage throughout the duration of the contract:

- o Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.
- Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

Supplier shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Supplier warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Supplier shall take precautions to ensure work is performed in compliance with occupational safety standards. Supplier shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this State or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this State.

Price quotes are to include completion of the work and any trash removal. All building finishes must be protected and the supplier is responsible for any damage to the building finishes during the process.

All approvals affecting the purchase order shall be forwarded to the Purchasing representative, Lorna Rawls, at lorna.rawls@lsuhs.edu. LSUHSC-S will inspect all work to confirm all requirements have been met. Any required visits by a service technician must be made within 72 hours of a call for service. Payment will be made 30 days after receipt of an invoice if work is acceptable.

Calendar of Events:

| ITB Announcement: | May 19, 2025 |
|--------------------------------------|--------------|
| Deadline for Written Inquiries | May 22, 2025 |
| Issue Responses to Inquiries | May 23, 2025 |
| Bid Submission Deadline, 2:00 PM CMT | May 30, 2025 |

NOTE: LSUHSC-S reserves the right to amend and/or change this schedule of ITB activities as it deems necessary

SPECIFICATIONS

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- A. Schedule the installation around the facility's operation schedule.
- B. Mobilize the project and provide full cover-up of services to protect the area and adjacent areas during the project.

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2. Flooring Installation:

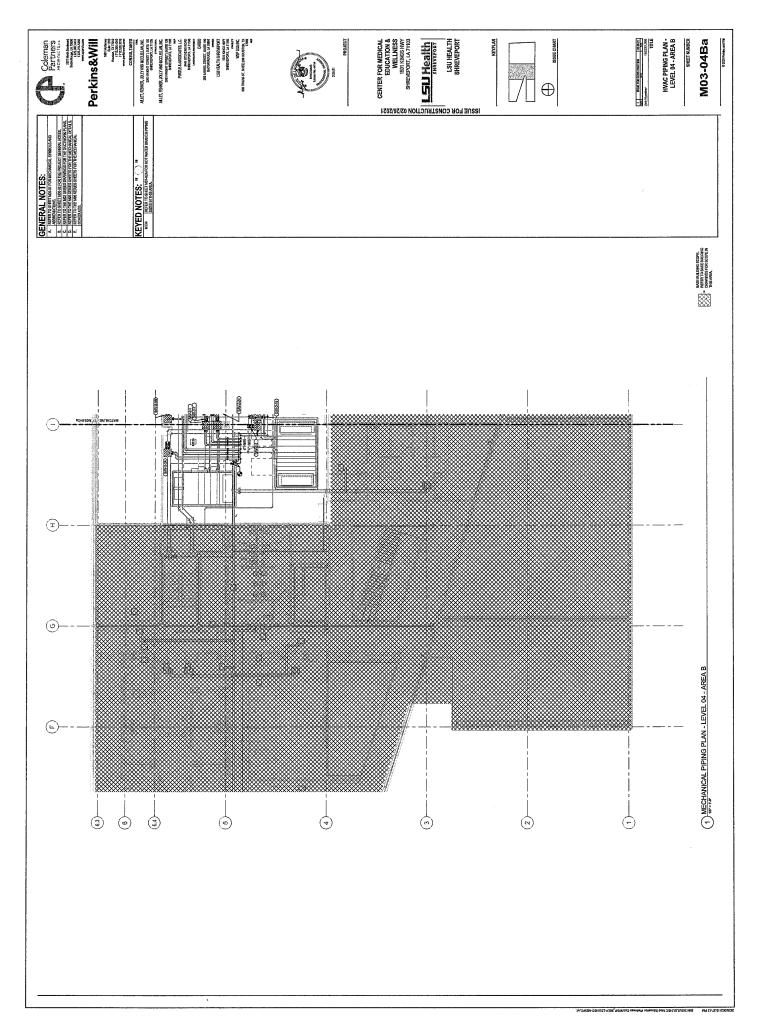
Prepare surface for all scheduled areas, except sealer locations

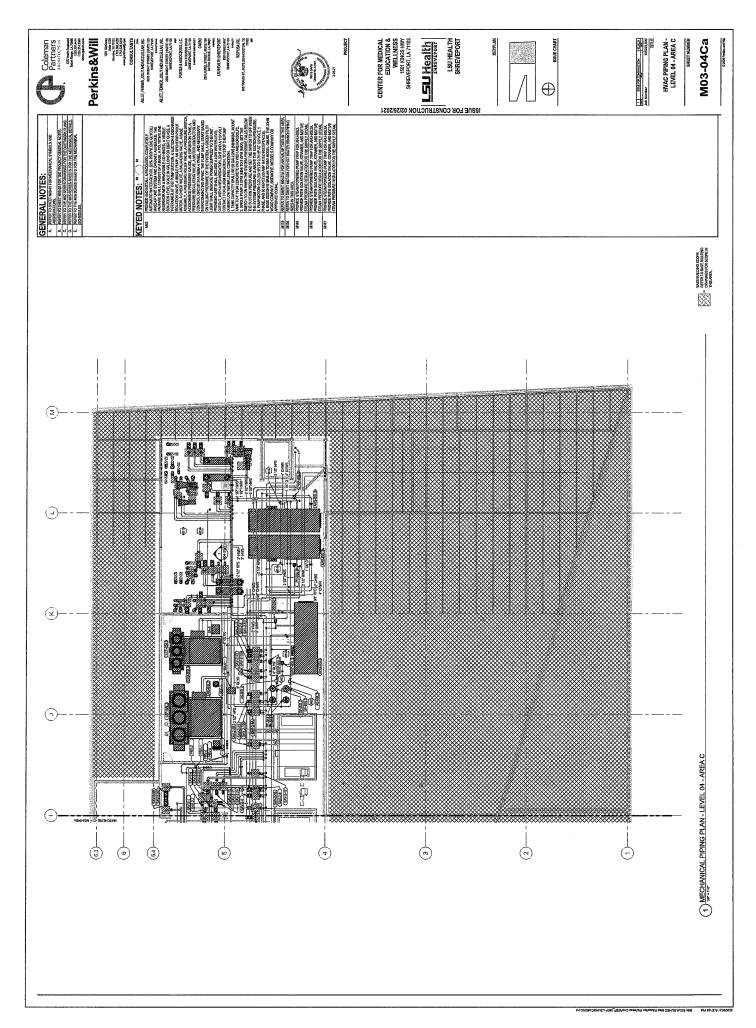
- i. Upon verification of the existing substrate, provide services to mechanically abrade the existing flooring to provide necessary surface profile per manufacturer's recommended surface preparation requirements.
- ii. Fully clean the scheduled surface to remove any residual dust or contamination.
- iii. Route out any existing cracks and/or transitions and pre-fill with Sub Flex 206 or equivalent.

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3. Floor Application:

- A. Furnish and install one (1) application of Tnemec Sub Flex 206 flexible epoxy, or equivalent, waterproofing at 35-40 mils DFT to seal the floor and prevent moisture intrusion.
- B. Furnish and install one (1) grout coat of 100% solids epoxy at 16-20 mils DFT.
- C. Furnish and install one (1) finish coat of chemical resistant epoxy with stipple finish for no-slip finish.





** EXHIBIT A **

INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
- 2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). 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 vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- 3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. 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, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

- b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies <u>OR</u> shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

| The | agrees to | protect, defend, indemnify, save and hold |
|--|---|---|
| Contractor/Subcontractor | | |
| harmless the University, State of Louis | iana, all State | Departments, Boards and Commissions, its |
| officers, agents, servants and employee | s, including | volunteers, from and against any and all |
| claims, demands, expense and liability | arising out o | f injury or death to any person or the damage, |
| loss or destruction of any property which | h may occur | or in any way grow out of any act or |
| omission of | i | ts agents, servants, and |
| | ······································ | employees or any and all costs, |
| Contractor/Subcontractor | | |
| expense and/or attorney fees incurred b | У | , as a result of any |
| | Contractor/Su | bcontractor |
| | | ose claims, demands, and/or causes of action |
| | | e of Louisiana, all State Departments, Boards, |
| Commissions, its agents, representative | | |
| | ···· | agrees to investigate, handle, respond to, |
| Contractor/Subcontractor | | |
| | | mand, or suit at its sole expense and agrees to |
| * | 1 thereto, eve | en if it (claims, etc.) is groundless, false or |
| fraudulent. | | |
| A secreta I Ivo | | |
| Accepted by | | - |
| Company Name | | |
| Signature | | - |
| Title | | |
| Title | ····· | _ |
| Date Accepted | | |
| Date Accepted | *************************************** | |
| Is Certificate of Insurance Attached | Yes N | |
| is certificate of insurance Attached | 1051 | O . |
| Contract No. for | | |
| Contract 140101 | *************************************** | |
| Louisiana State University & A & M C | ollege | |
| and discount where will the state of the world will will will will will be a second with the second will be a second will be a second with the second will be a secon | | |
| PURPOSE OF CONTRACT: | | |