

STATE OF LOUISIANA  
Nunez Community College  
CHALMETTE, LOUISIANA  
(A Member of the Louisiana Community and  
Technical College System)

REQUEST FOR PROPOSAL

TO PROVIDE GLOBAL WIND  
ORGANIZATION (GWO) SEA SURVIVAL  
TRAINING EQUIPMENT DESIGN,  
SPECIFICALLY A LADDER FOR  
SIMULATING A WTG BOAT LANDING FOR  
COURSES OFFERED WITHIN THE  
SUSTAINABLE ENERGY CAREER  
ACADEMY THAT ARE ALIGNED WITH  
GLOBAL WIND ORGANISATION (GWO)  
INDUSTRY STANDARDS

RFP SOLICITATION NUMBER:

40015 - GWO- SEA SURVIVAL

ISSUING AGENCY: NUNEZ COMMUNITY COLLEGE  
Purchasing Department  
3710 PARIS ROAD  
CHALMETTE, LA 70043

ASST DIRECTOR OF PURCHASING: Wendy Frazier  
Phone: 504-278-6475  
Email: [wfrazier@nunez.edu](mailto:wfrazier@nunez.edu)

CONTRACT COORDINATOR: Kat Bell, Coordinator,  
Sustainable Energy Career Academy  
Phone: 504-278-6410  
Email: [kbell@nunez.edu](mailto:kbell@nunez.edu)

RFP RELEASE DATE: August 29, 2025

RETURN DATE: October 6, 2025

RFP RETURN TIME: 3:00 p.m., Central Standard Time

This RFP is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is available in PDF format or in printed form by submitting a written request to the Nunez Community College Assistant Director of Purchasing. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Nunez Community College is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

## GENERAL INFORMATION

### OVERVIEW

Nunez Community College is developing several certification and degree pathways that will provide a pipeline of skilled and work-ready wind turbine technicians to Louisiana's burgeoning offshore wind energy sector. The curriculum and its certifications are aligned with Global Wind Organisation (GWO) industry standards for training technicians in wind energy production. To prepare for implementation of these degree and certification pathways, the College requests proposals from qualified vendors for the procurement of the necessary equipment and supplies that will enable the faculty members of the Sustainable Energy Career Academy to successfully train their students while adhering to GWO standards.

Nothing contained herein restricts the successful vendor from sales to the College in accordance with the Louisiana Purchasing Code and Nunez Community College purchasing policies.

### INTRODUCTION

Nunez Community College is a student-centered institution that delivers relevant and innovative curricula, integrating the arts, sciences, and humanities that lead to academic credentials and workforce opportunities. Nunez serves a vital role in the community by engaging with business, industry, and academic partners to support student success and personal growth and by embracing the following core values: student-centered, teaching and learning, caring, integrity, and innovation.

The College bears the name of the late wife of the Honorable Samuel B. Nunez, Jr., President of the Louisiana State Senate from 1982-1988 and from 1990-1996, and was the first public institution of higher learning in Louisiana to be named for a woman. The College was created in 1992 by combining Elaine P. Nunez Technical Institute with St. Bernard Community College. The campus now sits on the site of the former technical school. The Fall 2022 total enrollment of Nunez Community College was 2,393 total students. Nunez averages 2,000 per semester.

### PURPOSE

Nunez Community College requests proposals from qualified vendors, in accordance with Louisiana Revised Statute 17:3361, to provide the necessary equipment and supplies to facilitate training of wind turbine technicians following Global Wind Organisation standards for such training. The qualified vendors must conduct a thorough analysis of GWO training standards and present the College with a detailed plan to provide the requested service.

Respondents should be mindful to conform to this Request for Proposal (RFP) completely and concisely and should respond to all requirements whether phrased as a statement or a question. Emphasis should be on completeness, clarity of content, and conciseness. Failure to submit a complete response may result in disqualification of the Respondent's proposal. The cost of preparing the proposal will be borne by the Respondent.

### GOALS AND OBJECTIVES

The College seeks a comprehensive design plan a vital piece of the necessary equipment to provide the Global Wind Organisation (GWO) Sea Survival Training Module in its Wind Turbine Technicians program, specifically a ladder simulating a WTG boat landing that can be affixed to a pool deck suitable for practicing safe transfer between ladder and boat. The recommended equipment and supplies must adhere to the established [GWO standards](#). Qualified proposers will possess a complete understanding of GWO standards and the proven expertise with which to provide the College with a detailed, well-researched, and cost-effective plan for procuring the necessary equipment and supplies for each of the training standards outlined in this RFP.

Successful delivery of the proposed solution will result in the following:

- A degree and certificate program that possesses all of the necessary equipment and supplies for training wind turbine technicians
- A degree and certificate program that possesses all of the necessary equipment and supplies that will enable the College to initiate a request for accreditation by the GWO
- Communication between the College and a provider with regard to maintaining the usability and safety of all procured equipment and supplies
- Open and ongoing communication between the College and a provider with regard to replenishing any supplies as needed after the initial procurement is complete
- Financial value to the College

## DEFINITIONS

- A. Contract -A legal binding agreement between the College and the awarded Contractor(s).
- B. Contractor-Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP and awarded the Contract.
- C. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with College-chosen Proposers who submit Proposals in response to this RFP.
- D. May - The term denotes an advisory or permissible action.
- E. Must - The term denotes mandatory requirements.
- F. Proposal - A submission by the Proposer to enter into a Contract with the College to supply and support the products and/or services described, in accordance with the RFP specifications.
- G. Proposer - A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document if awarded the contract.
- H. Rate Card - Document detailing prices for various ad placement options.
- I. RFP - Request for Proposal
- J. Shall - The term denotes mandatory requirements.
- K. Should - The term denotes a desirable action.
- L. State - The State of Louisiana.
- M. College- Nunez Community College (NCC)

## SCHEDULE OF EVENTS

	Date	Time (CST)
1. RFP posted to LaPAC website, and made available to proposers	8/29/2025	
2. Deadline to receive written or email inquiries	9/12/2025	12:00 pm
3. Deadline to respond to written or email inquiries	9/22/2025	5:00 p.m.
4. Proposal Opening Date (Proposal submission deadline)	10/6/2025	3:00 p.m.

**NOTE: Nunez reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP.**

## PROPOSAL SUBMITTAL

All Proposals shall be received by the College **no later than the date and time shown in Section the Schedule of Events.**

**NOTE: FAX, EMAIL, OR ANY OTHER ELECTRONIC PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important - Clearly mark outside of envelope, box, or package with the following information and format:**

**Proposal Name: EQUIPMENT DESIGN FOR COURSES OFFERED WITHIN THE SUSTAINABLE ENERGY CAREER ACADEMY THAT ARE ALIGNED WITH GLOBAL WIND ORGANISATION (GWO) INDUSTRY STANDARDS**

**Solicitation Number: 40015-GWO—SEA SURVIVAL**

**Proposal Opening Date and Time: October 6, 2025, 3:00 p.m. CST**

**Proposers are hereby advised it would be expeditious to send by overnight delivery services such as UPS or FedEx at the physical location listed below:**

Nunez Community College  
Purchasing Department, c/o Property  
Warehouse  
3710 Paris Road  
Chalmette, Louisiana 70043

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the College's physical location. The College is not responsible for any delays caused by the Proposer's chosen means of Proposal delivery.

Proposers should be aware of parking requirements and allow time to locate parking.

**Proposer is solely responsible for the timely delivery of its Proposal. Failure to meet the Proposal opening date and time shall result in rejection of the Proposal.**

### **PROPOSER QUALIFICATIONS**

Qualified proposers will possess comprehensive knowledge of GWO standards to ensure that any equipment and supplies procured by the College meet these standards. Proposers will also demonstrate and prove their expertise in providing wind turbine technician training programs (or programs of a similar or related scope) with all necessary equipment and supplies for facilitating instruction of GWO curricula.

#### **1.1 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the College.

**ATTENTION:** The Cover Letter MUST indicate which of the following applies to the signer of the Proposal. Evidence of signature authority shall be provided upon the College's request or as listed below:

1. The signer of the Proposal must be either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the College before contract award.**
2. The signer of the Proposal is an authorized representative of the Proposer authorized to submit the Proposal as evidenced by documents such as corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents MUST be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit Proposals for public contracts. **A copy of the applicable document must be attached to the Cover Letter.**

The cover letter should also

- o Identify the submitting Proposer and provide their federal tax identification number;
  - o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - o Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Certification Statement (Attachment D):** Proposer shall sign and return the certification statement and print or type her/his name, firm name, address, telephone number, and dates. The person signing the Proposal must initial erasures or other changes. A Proposal signed by an agent is to be accompanied by

evidence of authority unless such evidence has been previously furnished to the Purchasing Office.

- C. **Proposer Qualifications and Experience:** The purpose of the Proposer Qualifications section is to determine the ability of the Proposer to respond to this RFP and meet Nunez's requirements. Proposers must describe and offer evidence of their ability to meet RFP requirements.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. Describe the services, resources, and skills that Proposer can offer to help Nunez achieve RFP objectives.

### **Mandatory Proposal Requirements**

- A. Signed Certification Statement - Section 1.5(B)
- B. Supporting Documentation of Authorization of Proposal Signer - Section 1.5(A)
- C. Describe and offer evidence of ability to meet RFP Requirements

### **Number of Response Copies**

Each Proposer shall submit one (1) signed original response

### **Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practical. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal. Submitting brochures or marketing information alone is not acceptable for providing answers to the questions.

### **Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Proposal. The financial Proposal will not be considered confidential under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the Proposal sought to be restricted in accordance with the conditions of the legend:

*"The data contained in pages \_\_\_\_\_ of the Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, Nunez shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit Nunez 's right to use or disclose data obtained from any source, including the Proposer, without restrictions. "*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

If the Proposer's response contains confidential Information, the Proposer should also submit a redacted copy of their Proposal along with their original Proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of its Proposal on a USB flash drive. The redacted copy of the Proposal will be the copy produced by the College if a competing Proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a Proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the College and hold the College harmless against all actions or court proceedings that may ensue which seek to order the College to disclose the information.

Nunez reserves the right to make any Proposal, including proprietary information contained therein, available to Nunez personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting Nunez in its evaluation of the proposal. Nunez shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any Proposal that fails to follow this section and or La. R.S. 44:3.2 (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

### **Proposer Inquiry Periods**

Nunez shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our College customers. Nunez reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing or email by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the College. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, or hand to:

Wendy Frazier Assistant Director of Purchasing  
3710 Paris Road  
Chalmette, LA 70043  
E-Mail: [wfrazier@nunez.edu](mailto:wfrazier@nunez.edu)

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the College, including during the Blackout Period. Any communications from any other individuals are not binding to the College.

An addendum will be issued and posted to the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by and Proposer as a result of any oral discussions with a College Employee or College consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The College is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

### **Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any College employee or Contractor of the College involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to College employees, but also to any Contractor of the College. "Involvement" in the development, implementation, procurement management, development of specifications, and evaluation of Proposals for a particular procurement. All

solicitations for competitive sealed communications to and from potential Proposers, Bidders, Vendors and/or their representative during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

Any Bidder, Proposer, or College Contractor who violates the Blackout Period may be liable to the College in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. Duly noted site visits and/or conferences for Bidders or Proposers;
2. Oral presentations during the evaluation process; or
3. Communications regarding a particular solicitation between any person and staff of the College department provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

#### **Errors and Omissions in Proposal**

Nunez will not be liable for any errors or omissions in the Proposal. Proposer will not be allowed to alter Proposal documents after the deadline for Proposal submission, except under the following condition: Nunez reserves the right to make corrections or clarifications due to patent errors identified in Proposals by Nunez Community College or the Proposer. Nunez, at its option, has the right to request clarification or additional information from the Proposer.

#### **Changes, Addenda, Withdrawals**

Nunez reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. Nunez also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant Proposal section, prior to the Proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the Proposal.

#### **Withdrawal of Proposal**

A Proposer may withdraw a Proposal that has been submitted at any time up to the Proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the College.

#### **Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by Nunez pursuant to the RFP.

#### **Waiver of Administrative Informalities**

Nunez reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

#### **Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by Nunez to award a contract. Nunez reserves the right to accept or reject any or all Proposals submitted or to cancel this RFP if it is in the best interest of Nunez to do so. Further, the College reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made.

Grounds for the rejection of the Proposal include, but shall not be limited to:

- Failure of a Proposer to conform to the essential and mandatory requirements of the RFP.
- A Proposer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Proposer's liability to the College on the Contract awarded on the basis of such Solicitation.
- Failure of the Proposer to sign the Proposal. This includes the Certification F01m.
- Proposals received after the RFP due date and time specified in the RFP.

#### **Ownership of Proposal**

All materials submitted in response to this request become the property of Nunez. Selection or rejection of a response does not affect this right. All Proposals submitted will be retained by Nunez and not returned to Proposers. Any copyrighted materials in the response are not transferred to Nunez.

### **Cost of Offer Preparation**

Nunez is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Nunez.

### **Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, non-discrimination, record retention, content of contract/order of precedence, contract changes, governing law, remedies for default and cybersecurity training.

### **Taxes**

Contractor shall be responsible for the payment and remission of all taxes - federal, state, and local - and all license fees, or any other tax applicable to its operation under this Contract or payable as a result of funds arising out of this Contract. Contractor will comply with all Federal, State, and local laws pertaining to its business operations and conform to general College policies and practices. Contractor shall obtain and maintain at its sole cost and expense all necessary licenses, permits, approval which may be required by any municipal ordinances, federal and state laws and regulations, governmental authorities, or otherwise.

### **Proposal Validity**

All Proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, Nunez reserves the right to reject a Proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its Proposal.

### **Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their Proposal whether or not they produce or provide them. Nunez shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, Nunez urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship, or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Nunez Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

### **Written or Oral Discussions/Presentations**

The College, at its sole discretion, may require all Proposers who submit Proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the College's objectives; however, Nunez reserves the right to enter into an Agreement without further discussion of the Proposal submitted based on the initial Proposals received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance Nunez's understanding of any or



all of the proposals submitted. Proposals may be accepted without such discussions.

### **Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the Proposal.

### **Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by Nunez Evaluation Committee for the purpose of selecting the Proposer with whom Nunez shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which Proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Nunez Assistant Director of Purchasing for the Proposer whose Proposal, conforming to the RFP, will be the most advantageous to Nunez, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of Nunez.

### **Best and Final Offers (BAFO)**

The College reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonable susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the College in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.

The written invitation will not obligate the College to a commitment to enter into a contract.

### **Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose Proposal is most advantageous to the College's needs, price, and other evaluation factors set forth in the RFP considered, does not agree to a contract, that Proposal shall be rejected and Nunez may negotiate with the next most advantageous responsive Proposer.

Negotiation may include revision of non-mandatory terms or conditions, and clarification of the scope of work and/implementation of the most cost-effective pricing available from the Proposers. Nunez reserves the right to undertake negotiations with more than one proposer. The Louisiana Community and Technical College System must approve the final contract form to complete the process.

### **Contract Award and Execution**

Nunez reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial Proposals received.

The RFP, including any addenda, and the Proposal of the selected Contractor will become part of any contract initiated by Nunez.

Award shall be made to the Proposer with the highest score, whose Proposal, conforming to the RFP, will be the most advantageous to Nunez, price and other factors considered.

Nunez intends to award to a single Proposer.

### **Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award, Nunez will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events". If this date is not met, through no fault of the College, the College may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

## **Insurance Requirements**

Contractor shall furnish Nunez with certificates of insurance effecting coverage(s) required by this RFP in accordance with Attachment "II" Insurance Requirements. 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 Nunez before service or work commences. Nunez reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in Attachment II Insurance Requirements for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that 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 service or work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the College 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: Workers' Compensation limits 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 College, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the College.

- B. Comprehensive General Liability: \$2,000,000 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 College, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" in respect to liability arising from the 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 College.

Any deductibles or self-insured retentions must be declared to and approved by the College. At the option of the College, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the College, 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.

## **Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

## **Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless Nunez from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or

subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of Nunez.

Contractor will indemnify, defend and hold Nunez harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against Nunez in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that Nunez shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, Nunez may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Louisiana Community and Technical College System shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (1) Nunez's unauthorized modification or alteration of a Product, Material, or Service; (2) Nunez's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (3) Nunez's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as Nunez's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for Nunez the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to Nunez up to the dollar amount of the Contract. Any injunction that is issued against the College which prevents the College from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the College or provided to the College one of the alternatives set forth in the foregoing sentence is cause for the College to terminate the Contract. In the event of such termination, the College will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall

be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the pair has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

Nunez may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **Termination**

The College has the right to terminate the contract immediately for any of the following reasons:

(a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the College;

## **Termination of the Contract for Cause**

Nunez may terminate the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that Nunez shall give the Contractor written notice specifying the Contractor's failure. If within ninety (90) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in ninety (90) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Nunez may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Nunez to comply with the terms and conditions of the contract, provided that the Contractor shall give Nunez written notice specifying Nunez's failure and a reasonable opportunity for Nunez to cure the defect.

#### **Termination of the Contract for Convenience**

Nunez may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date.

The College shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Louisiana Community and Technical College System.

#### **Audit of Records**

Legislative auditor and internal auditors of the Louisiana Community and Technical College System or others so designated by the State of Louisiana, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after termination by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **Non-Discrimination**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

#### **Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Nunez and shall, upon request, be returned by Contractor to Nunez, at Contractor's expense, at termination or expiration of this contract.

#### **Patents, Copyrights, and Trademark**

The Contractor shall protect the College and all of its units expressly from any and all damages or liability arising from alleged infringements of patents, copyrights, or trademarks ("Intellectual Property"), with the exception of Contractor's approved uses of Intellectual Property owned by the College. Contractor shall gain no rights in any Intellectual Property owned by the College or Intellectual Property created during the term of the contract in connection with services provided under the Contract, and upon termination of the Contract shall immediately cease use of any Intellectual Property directly associated with the College, and upon request from the College shall assign to the College any new Intellectual Property created during the term of the Contract which directly relates to the College including but not limited to its athletics programs.

#### **Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Louisiana Community and Technical College System and Nunez.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and Contracts submitted are subject to provisions of the Laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

### **Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any Proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

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

### **Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

### **Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **Anti-Kickback Clause**

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

### **Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of the work.

### **No Surreptitious Code Warranty**

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm, or other software routine

software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and College-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the College and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the College, the College will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### **Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the College if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

### **Entire Agreement**

The RFP shall be incorporated into any resulting Contract. The resulting Contract, includes the RFP and those portions of the Proposer's response accepted by the College shall be the entire agreement between the parties.

### **Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc. to the University when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the University's right to audit or to withhold University owned documents.

### **Security**

Contractor personnel shall comply with all security regulations in effect at the University's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the University or to the project. Where special security precautions are warranted (e.g., correctional facilities), the University shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the University any known breach of security.

### **Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the 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 Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The University reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

### **Cybersecurity Training**

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

### **Proposal Elements**

Proposer's responses to this RFP shall follow the order as listed under sections and relative subsections identified below. Failure to follow this order will result in deductions from the overall rating process, Proposers should address all topics in a concise, comprehensive, and orderly manner, Proposers shall prepare proposals in a manner that provides the evaluator necessary information readily available and easy to locate.

## **I. The Proposer**

### **A. Credentials and Qualifications**

### **B. References**

## **II. Veteran and Hudson Initiative Programs Participation**

## **III. Other Considerations**

### **THE PROPOSER**

#### **A. Credentials and Qualifications**

Proposers shall provide appropriate evidence of their financial qualifications to supply the College with equipment and supplies following GWO standards. The College will accept proposals from only those companies who have a proven record of success in securing such equipment and supplies.

#### **B. References**

Proposers shall, provide a list of former Colleges and/or clients.

### **Veteran and Hudson Initiative Programs Participation**

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

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

#### **Other Considerations**

The proposer may supply the College with additional information that may further elaborate on its ability to successfully complete the proposed project.

## **EVALUATION**

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to Nunez, not on the basis of what may be inferred.

## **SCORING VALVES**

### **1. Proposer Qualifications (30 points)**

### **2. Proposer Services and Resources (20 points)**

### **3. Financial Value to the College (20 points)**

### **4. Proof that the recommended equipment and supplies are accurate and of sufficient quality (20 points)**

### **5. Louisiana Veteran and/or Hudson Initiative (12 points)**

- Up to 10 points available for Hudson-certified Proposers;
- Up to 12 points available for Veteran-certified Proposers;
- If no Veteran-certified Proposers, those two points are not awarded.

The scores of the above seven evaluation areas will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

## THE PROPOSED PROJECT

The College requests that proposers submit a separate quote for the cost of securing equipment design for the GWO Basic Safety Training Sea Survival module, specifically a ladder simulating a WTG boat landing that can be affixed to a pool deck suitable for practicing safe transfer between ladder and boat. This must adhere to GWO training standards with the assumption that the College will serve an initial cohort of 20 students. The College will procure the items on the submitted proposal on a timeline dictated by its needs and financial resources.

GWO Basic Safety Training

Module:

- Sea Survival



**NUNEZ COMMUNITY COLLEGE**

**PROPOSAL RESPONSE FORM**

Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**SCOPE OF RFP:** To Provide

**ADDENDA:** I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

**SIGNATURE CONSTITUTES ACCEPTANCE:** Signature to this proposal form shall be construed as acceptance of the RFP in its entirety.

AUTHORIZED OFFICER: \_\_\_\_\_

*(Signature)*

*(Print or Type Name)*

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** If the Proposer is a corporation, the individual signing this Proposal Response Form to provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

**\*\*PROPOSAL RESPONSE FORM CONTINUED\*\***

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

## THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Nunez Community College is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Nunez Community College Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Nunez Community College Purchasing Office 72 business hours before the bid opening date. Business hours is defined as College operating hours while the College is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O. D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551- 1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. **Important:** By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Nunez Community College Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;
  - B. Bid sent by facsimile equipment;
  - C. Bid filled out in pencil; and
  - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality - Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, 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 name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, 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 documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Nunez Community College 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.
16. This agreement is non-exclusive and shall not in any way preclude Nunez Community College from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. 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 the Nunez Community College Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Nunez Community College 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.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Nunez Community College is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for up to 5 months at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 120 months.
21. Contract cancellation: Nunez Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (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 vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Nunez Community College has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. 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.
24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act,

who has submitted a bid and desires to attend the bid opening, must notify the Nunez Community College Office of Purchasing 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. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, 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 state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
  - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
  - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.
30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(0) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).

32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

## APPENDIX A

### ▶ ARE YOU ELIGIBLE FOR PARTICIPATION?

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non- construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

### ▶ WHAT IS THE VETERAN INITIATIVE?

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurship to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurship

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/sc/se.htm>.

### ▶ WHY IS CERTIFICATION IMPORTANT?

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

### ▶ WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

### ▶ WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.al.gov](http://www.vetaffairs.al.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.