



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

-
-
-

Return this bid to McNeese State University Purchasing Department, 150 Lawton Drive, Smith Hall room 120A, Lake Charles, LA 70605 or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB) ***** READ THE SPECIAL INSTRUCTIONS TO BIDDERS CAREFULLY. - SPECIFICATIONS ARE AS FOLLOWS:			
1	4	Item#BD-1-5224; 5 lb Eleiko Custom Label Dumbbell	EA		
2	4	Item#BD-1-5226; 10lb Eleiko Custom Label Dumbbell	EA		
3	4	Item#BD-1-1984; 15lb Eleiko Private Label Dumbbell	EA		
4	4	Item#BD-1-1986; 20lb Eleiko Private Label Dumbbell	EA		
Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information: Delivery _____ days ARO/TERMS _____ Phone () _____ All bids include prepaid delivery, F.O.B. to McNeese State University					

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

•
•
•
Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
4		Request for Sealed Bid (SB)			
4		(Continued) ...			
5	4	Item#BD-1-1988; 25lb Eleiko Private Label Dumbbell	EA		
6	4	Item#BD-1-1990; 30lb Eleiko Private Label Dumbbell	EA		
7	4	Item#BD-1-1991; 35lb Eleiko Private Label Dumbbell	EA		
8	4	Item#BD-1-1992; 40lb Eleiko Private Label Dumbbell	EA		
9	4	Item#BD-1-1993; 45lb Eleiko Private Label Dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

NO.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
9		(Continued ...)			
10	4	Item#BD-2005; 105lb Eleiko Private Label Dumbbell	EA		
11	4	Item#BD-2006; 110lb Eleiko Private Label Dumbbell	EA		
12	4	Item#BD-2007; 115lb Eleiko Private Label Dumbbell	EA		
13	4	Item#BD-2008; 120lb Eleiko Private Label Dumbbell	EA		
14	4	Item#BD-2009; 125lb Eleiko Private Label Dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days A.R.O./TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
14		(Continued ...)			
15	4	Item#BD-2010; 130lb Eleiko Private Label Dumbbell	EA		
16	4	Item#BD-2011; 135lb Eleiko Private Label Dumbbell	EA		
17	4	Item#BD-2012; 140 lb Eleiko Private Label Dumbbell	EA		
18	4	Item#BD-2013; 145lb Eleiko Private Label Dumbbell	EA		
19	4	Item#BD-2014; 150lb Eleiko Private Label Dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
19		(Continued ...)			
20	2	Item#BD-1-1994; Eleiko 50lb Logo Urethane Dumbbell	EA		
21	2	Item#BD-1-1995; Eleiko 55lb Logo Urethane Dumbbell	EA		
22	2	Item#BD-1-1996; Eleiko 60lb Logo Urethane Dumbbell	EA		
23	2	Item#BD-1-1997; Eleiko 65lb Logo Urethane Dumbbell	EA		
24	2	Item#BD-1-1998; Eleiko 70lb Logo Urethane Dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____

Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70609
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
24		(Continued) ...			
25	2	Item#BD-1-1999; Eleiko 75lb Logo Urethane Dumbbell	EA		
26	2	Item#BD-1-2000; Eleiko 80lb Logo Urethane Dumbbell	EA		
27	2	Item#BD-1-2001; Eleiko 85lb Logo Urethane Dumbbell	EA		
28	2	Item#BD-1-2002; Eleiko 90lb Logo Urethane Dumbbell	EA		
29	2	Item#BD-1-2003; Eleiko 95lb Logo Urethane Dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University Purchasing Department, 150 Lawton Drive, Smith Hall room 120A, Lake Charles, LA 70605 or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
29		(Continued) ...			
30	2	Item#BD-1-2004; Eleiko 100lb Logo Urethane Dumbbel	EA		
31	1	Private label for line items 1 - 31.	EA		
32	1	Freight for line items 1 - 31.	EA		
33	1	Installation for line items 1 - 31	EA		
34	2	Tenin Monster Bell 160lb dumbbell	EA		
35	2	Tenin Monster Bell 170lb dumbbell	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
01/06/26	D2600040

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083	R2602666	Maintenance	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

VENDOR:

Return this bid to McNeese State University
Purchasing Department, 150 Lawton Drive,
Smith Hall room 120A, Lake Charles, LA 70605
or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 02/02/26 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
35		(Continued ...)	EA		
36	2	Tenin Monster Bell 180lb dumbbell	EA		
37	1	CSTM fill with steel shot for line items 34 - 36.	EA		
38	1	Freight for line items 34 - 36.	EA		
39	1	Installation for line items 34 - 36.	EA		

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:

Delivery _____ days ARO/TERMS _____

Phone () _____

All bids include prepaid delivery, F.O.B. to McNeese State University

THIS IS NOT A PURCHASE ORDER

TOTAL

Signature _____ Date _____

STANDARD TERMS & CONDITIONS TO BIDDERS
FAX #337-475-5082

PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

STANDARDS OF QUALITY AND ANY ALTERNATE: 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 bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

PRICES: Unless otherwise specified by McNeese 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.

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 McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University 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 incident thereto.

DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) 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 thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement 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 McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____
(NOTE: If more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? YES _____ NO _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES _____ NO _____

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name

Date

SPECIAL INSTRUCTIONS TO BIDDERS
ATHLETIC FITNESS EQUIPMENT
McNEESE STATE UNIVERSITY
RE-BID #D2500040

IMPORTANT DATES

Deadline for inquiries regarding the bid is January 21, 2026.

Bid due date is February 2, 2026.

.....

Purchasing Department Contact: Debet Hebert, Procurement Specialist

Email: debet@mcneese.edu

Phone: 337-475-5083

- I. THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/PACKAGE. PLEASE WRITE THE BID NUMBER ON THE ENVELOPE/PACKAGE. RETURN TO ONE OF THE ADDRESSES LISTED BELOW.
 - a. Your sealed bid may be mailed or delivered by hand or courier service. NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.
 - b. The address for mailing (U.S. Postal Service): McNeese State University, Purchasing Department Box 92415, Lake Charles, LA 70609.
 - c. The address for hand or courier service: McNeese State University, Purchasing Department, 150 Lawton Drive, Smith Hall Room 120A, Lake Charles, LA 70607.
 - d. Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Department's physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
 - e. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the McNeese Purchasing Department's physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

- II. Pricing must be firm and provided on each line item on the “REQUEST FOR BID”. All charges related to tariffs, duties, or similar Governmental fees must be included in the bid prices.
- III. **Payment Terms:** Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
- IV. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the McNeese State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the McNeese State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question. No decisions or actions shall be executed by any Bidder as a result of oral discussions with any McNeese State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the McNeese State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the McNeese State University Purchasing Department, to identify if any addendums were issued. McNeese State University shall not be responsible for any other interpretations or assumptions made by Bidder.
- V. **Taxes:** Vendor is responsible for including all applicable taxes in the bid price. McNeese State University 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 accessed 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.
- VI. **Bids/Prices:** The bid price for each item is to be quoted on a “net” basis, inclusive of all delivery charges where indicated, any item discounts, etc. Bids indicating “estimated” freight charges may be rejected. Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected. Bidders who do not quote “net” item prices and who separately quote an overall “lump sum” freight cost or discount for all items shall be considered as submitting an “all-or-none” bid for evaluation and award purposes; and risk rejection if award is made on an item basis. Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with

shorter acceptance periods may be rejected. Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected. In the event of extension errors, the unit price bid shall prevail.

VII. **NOTE:** All items are brand specific and are proprietary. Bids submitted must be for the exact items listed. No substitutions will be accepted.

VIII. The successful bidder will be required to provide McNeese State University with a certificate of insurance as outlined on the attached insurance requirements.

INSURANCE REQUIREMENTS

A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED PRIOR TO WORKING ON CAMPUS AS FOLLOWS:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000.
2. AUTOMBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.

WORKERS COMPENSATION INDEMNITY

IN THE EVENT THE CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT THE CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

THE CERTIFICATE PROVIDED MUST INCLUDE MCNEESE STATE UNIVERSITY, BOX 92415, LAKE CHARLES, LA 70609, AS AN ADDITIONAL INSURED AND THE CERTIFICATE HOLDER.