



Return this **SIGNED** form to:  
 Louisiana Tech University  
 Office of Purchasing  
 PO Box 3157  
 208 Keeny Circle, RM 408  
 Ruston, Louisiana 71272

**INVITATION TO BID**

**DO NOT SHIP BASED UPON THIS BID**

<b>Bid Number:</b> 50012-650-26	<b>Bid Title:</b> Purchase and Installation of Gym Dividers for Recreation
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**Bid Schedule:**

Pre-Bid Conference: May 1, 2026 @ 1:00 PM	<b>Bidder agrees to comply with all conditions below and attached to this request.</b>
Bid Submission Deadline / Opening: May 15, 2026 @ 2:00 PM	
	<b>Prices are to be complete and the FOB point is to be Louisiana Tech University unless otherwise specified.</b>

**Bidder Information:** (Bidder to provide all required information)

(Full Company Name)		
(Full Street or Mailing Address)		
(City)	(State)	(Zip)
(Phone)	(Email)	(Fax)
(Company Quote Number if Applicable)	<b>PRICES MUST BE FIRM FOR AT LEAST 30 DAYS FROM BID OPENING DATE</b>	

**FAILURE TO SIGN BELOW IN INK SHALL DISQUALIFY BID**

\_\_\_\_\_  
 Typed or Printed Name / Title

\_\_\_\_\_  
 Authorized Signature

The Louisiana Tech University Office of Purchasing is seeking SEALED BIDS for the following:

Purchase and Installation of Gym Dividers for Recreation

\* No bid bond is required for this solicitation \*

\*\* The Awarded Vendor shall be required to provide a current Certificate of Insurance compliant with the attached Insurance Requirements for Contractors document attached to this solicitation \*\*

\*\*See Attached Bid Specifications for additional details\*\*

**ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING VIA MAIL OR IN PERSON.**

The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Louisiana Tech University is not responsible for any delays caused by the bidder's chosen means of delivery.

For questions regarding specifications, please contact the Office of Purchasing at 318-257-4205 or [purchasing@latech.edu](mailto:purchasing@latech.edu). Please ensure that the above bid number appears on all communications.

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items.

**The Louisiana Tech University Office of Purchasing is now accepting Sealed Bid solicitations for the Purchase of Gym Dividers for Recreation.**

The Department of Recreation operates the Lambright Intramural Sports and Wellness Center at 922 Tech Drive Ruston, LA 71270. The Lambright Intramural Sports and Wellness Center contains a number of amenities that are utilized by University students, faculty, and visitors. One of these amenities are two (2) gymnasiums that are utilized for basketball, volleyball, cheer and dance activities, birthday parties, etc. University Staff have the ability to subdivide a single gym using a mechanized divider / curtain. These dividers / curtains were installed when the building was constructed in 1982. The two dividers in the Blue Gym are in disrepair, and are in need of replacement.

This solicitation is seeking the purchase of two (2) new dividers / curtains and accompanying motorized hoist equipment, materials, and supplies, removal of the existing dividers / curtains and accompanying motorized hoist equipment, disposal of same, installation of newly purchased dividers / curtains, and clean-up of the affected areas. Vendors are to submit per unit pricing that reflects the above requirements and also meets the below material and installation specifications.

This solicitation is seeking the purchase of a Draper Fold-up Gym Divider or equivalent to replace the Blue Gym Dividers. The use of a brand name is not intended to be restrictive of any brand / model matching or exceeding the specifications. If bidding other than the requested brand, vendors shall provide sufficient product documentation or literature to determine equivalence. Failure to provide this documentation or literature of equivalence shall cause the vendor's bid to be deemed as non-responsive.

**General Specifications:**

- Dividers / curtains shall be fold-up, electrically operated
- Dividers / curtains shall move by 'accordion fold-up action' as hoist lines pass through grommets that raise a bottom steel pipe
- Dividers / curtains shall be rectangular in shape with a straight bottom and extending across the length of the gym
- When fully raised, the stored divider / curtain shall be at least three (3) feet from the bottom of any structural or supplemental support to the bottom of the divider / curtain.
- Dividers / curtains shall have a minimum clearance between vertical curtain / divider edge and adjacent fixed objects shall be approximately six (6) inches
- Dividers / curtains shall have approximately three (3) feet of space between the divider / curtain ends and walls or other fixed objects to allow passage space around the divider.
- Dividers / curtain shall have a drive-pipe powered operating mechanism that utilizes instant reversing, ¾ HP, 110-120V, 60-cycle, single phase capacitor-style motor with built-in thermal overload protections.
- Winch is to have an oil-filled, precision cast high strength metal allow case that is fully sealed with precision ball bearings and premium gaskets. Load holding, hardened steel gears and motor to combine to produce at least 1500-inch pounds of torque at 13.5 RPM. Integral limit switches to control upper and lower travel.
- Drive pipe shall rotate in pipe supported assemblies spaced approximately ten (10) feet apart.
- Divider / curtain shall attach to the structural or supplemental support with beam clamps, hanger brackets, and a minimum of ½-inch diameter threaded rods. Attachment clamps are to be capable of supporting a minimum of five thousand (5,000) pounds each and sufficient are installed to achieve a combined 45:1 attachment point safety factor.
- All hoist lines shall be a minimum of 1/8-inch diameter steel cable with a minimum of two thousand (2,000) pound breaking strength attached to the bottom batten and passing through divider / curtain grommets at eighteen (18) inches to terminate at the top drive pipe. Space these lines at a maximum of ten (10) feet on center. Hoist lines shall be secured to a minimum of 1 5/8-inch diameter steel pipe batten in a six (6) inch wide curtain pocket.
- The bottom eight (8) feet of the divider / curtain material shall be opaque, solid vinyl coated polyester fabric. This fabric shall weight approximately eighteen (18) ounces per square yard and shall be resistant to rot, mildew,

fungus, and UV light. Material shall be rated as self-extinguishing material. Material shall be Class A rated in accordance with the requirements of NFPA-101. This material color shall be selected at the time of award and shall be complementary to the existing color scheme.

- The upper divider / curtain shall be vinyl coated polyester mesh and weigh approximately nine (9) ounces per square yard and be resistant to rot, mildew, fungus, and UV light. Mesh shall be rated as self-extinguishing material. Material shall be Class A rated in accordance with the requirements of NFPA-101. This mater color shall be selected at the time of award and shall be complementary to the existing color scheme.
- Divider / curtain material shall be low VOC emitting and certified to meet all requirements of UL Greenguard and Greenguard Gold certification program.
- All seams shall be vertical and electronically welded with approximately one (1) inch full contact weld
- All outer hems shall be triple turned with double welds
- Top edge shall be a solid fabric in triple thickness and double welded to mesh to form a six (6) inch wide pocket for top pipe batten.
- Bottom edge shall be a vinyl pocket designed to house the bottom pipe batten
- Divider / curtain shall have a drive shaft safety device such as a Draper Model 504321 Curtain Lock or equivalent. This curtain lock shall be sensitive to automatically lock a divider curtain in position at any time where in storage or during the raising or lowering cycle. In the event of an overspeed situation caused by a malfunction of the hoisting apparatus, any increase in cycle speed, or tension, whether sudden or gradual, immediately activates the locking device. The locking mechanism shall react to speed of the drive shaft and prevent it from exceeding a speed of approximately one (1) feet per second. This divider / curtain lock shall be designed to be a fail-safe, so that any sticking, jamming, or breakage of any of the components of the arresting mechanism results in an immediate, positive locking of the drive shaft. This divider / curtain lock shall also incorporate a fully automatic reset when the equipment is repaired, and load removed, requiring no poles, ropes, levers, or buttons to be used.

#### Removal / Installation General Specifications:

- Ensure that adequate protection is in place to preserve the existing flooring, walls, and ceilings while removal or installation functions are being performed.
- Disposal of existing dividers / curtains has been authorized by the State of Louisiana without the need to involve the Division of Administration. All existing, removed curtains, motors, and accompanying debris can be removed at the Awarded Vendor's discretion in the most cost-effective manner possible. **\*Please note that the Awarded Vendor shall not utilize any University dumpster(s) to dispose of waste or debris. Vendor may acquire and place a rollout dumpster onsite with coordination with University Staff.\***
- The Awarded Vendor shall coordinate all work with University Staff to minimize facility program interruptions
- The Awarded Vendor shall coordinate all support of the gym divider / curtains with the roof structure to ensure proper load distribution and adequacy of attachment points with the University's Buildings Superintendent.
- The Awarded Vendor shall provide additional structural framing members as required and needed.
- The Awarded Vendor shall install dividers / curtains to match the height, slope, and type of building structure and lighting fixtures, mechanical equipment, ductwork, fire-suppression systems, bleachers, athletic equipment and any other potential obstructions.
- The Awarded Vendor shall field verify all dimensions prior to fabrication and installation
- The Awarded Vendor shall coordinate all electrical connections and requirements for motorized mechanisms to the University's Buildings Superintendent to ensure proper power source, conduit, wiring, and boxes for keyed switches.
- Prior to installation, the Awarded Vendor shall verify type and location of power supply.
- All installations shall be in accordance with the manufacturer's written instructions
- All installations shall be level, even, and plumb
- Control switches shall be installed such that the operator has view of the complete operation during the lowering and raising of the dividers / curtain

- Adjustment of the limit switches of the electric winch to ensure accurate position in both the stored and lowered positions.
- The Awarded Vendor shall demonstrate proper operation of the dividers / curtains to designated University staff members to ensure proper lifting and lowering. Perform adjustments as needed to ensure smooth operation and accurate positioning.
- The Awarded Vendor shall provide the University with the required maintenance schedule for all components
- If any portion of this installation requires altering existing electrical connections, the Awarded Vendor shall utilize a person / entity that holds a Commercial Contractor's license with an Electrical classification type in good standing with the Louisiana State Licensing Board for Contractors

Vendors are to provide per unit pricing in accordance with the above listed equipment and installation specifications that shall include all aspects of this project. These aspects include, but are not limited to the fabrication and installation of the new dividers / curtains, removal of the existing dividers / curtains and accompanying equipment, installation of new dividers / curtains and accompanying equipment, disposal of existing dividers / curtains and accompanying equipment, shipping / handling, freight, travel, accommodations or lodging, per diem, installation materials and supplies, equipment rentals, etc.

The Awarded Vendor shall ensure that all employees, contractors, or subcontractors carry and display identification that clearly identifies themselves as such. These employees, contractors, or subcontractors shall remain properly attired at all times when working in or around University facilities.

The Awarded Vendor shall be required to provide the University with a current Certificate of Insurance compliant with the attached Insurance Requirements for Contractors document. The Awarded Vendor shall also provide the University with updated Certificates of Insurance if any coverages lapse or expire during the course of the work associated with this project.

A non-mandatory pre-bid meeting will be conducted on May 1, 2026 @ 1:00 PM at the Lambright Intramural Sports and Wellness Center 922 Tech Drive Ruston, LA 71270. Vendors are highly encouraged to attend the pre-bid meeting so that they can take careful note of the conditions under which they would be required to operate. This will be the vendor's only opportunity to tour the facility, view the work area, and ask questions of University Staff. The University will not grant the Awarded Vendor any allowances in performance, quality, and / or workmanship due to the Awarded Vendor's lack of knowledge of any existing conditions. Vendors are also responsible for taking their own measurements of any existing structures or the existing divider / curtains.

**Vendors shall complete all pages of this Invitation to Bid, including the printed name and signature of the person submitting the quotation and pricing on the Schedule of Items page. Bid received without this information shall be deemed as non-responsive. Vendors are encouraged to include their own quote for an explanation of your proposed system, BUT this vendor quote shall not be a substitute for this completed Invitation to Bid Form.**





# Louisiana Tech University

Division of Finance  
Office of Purchasing

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

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University 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 Louisiana Tech University Office of Purchasing prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Office of Purchasing 72 (seventy-two) business hours before the bid opening date. Business hours is defined as University operating hours while the University 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. Bid prices shall also include all customs clearance, duties, and taxes into the United States; if applicable. This is to include, but is not limited to, customs broker fees, document fees, duties, taxes, etc. The University does not retain, nor will it retain a customs broker. All importation shall be the responsibility and at the cost of the Vendor. 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. The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University 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. Bids received after the due date and time will not be considered.
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 Louisiana Tech University 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. Louisiana Tech 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.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University 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 Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University 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. Louisiana Tech 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 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 two additional 12-month periods 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 36 months.

21. Contract cancellation: Louisiana Tech University 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 University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University 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 Louisiana Tech University 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 shall 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(D) 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.
34. Prohibited Contractual Arrangements – Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract,

subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

35. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries - In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following: 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association; 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **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 entrepreneurships 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 entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/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.louisiana.gov](http://www.vetaffairs.louisiana.gov).

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

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

### **1. Minimum Scope and Limits of Insurance**

#### **a. Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

#### **b. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **c. Automobile Liability**

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

#### **d. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no later than 30 calendar days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

#### **e. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **2. Deductibles and Self-Insured Retentions**

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

### **3. Other Insurance Provisions**

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

#### **a. Commercial General Liability and Automobile Liability Coverage**

- i. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards to negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- ii. The Contractor's insurance shall be primary as respects to the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **b. Workers' Compensation and Employers' Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **c. All Coverages**

- i. All policies must be endorsed to require 30 calendar days' written notice of cancellation to the Agency. 10 day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.
- ii. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- iii. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **4. Acceptability of Insurers**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**5. Verification of Coverage**

1. The Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:
  - State of Louisiana
  - Agency Name, Its Officers, Agents, Employees and Volunteers
  - Address, City, State, Zip
  - Project or Contract #:
3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

**6. Subcontractors**

The Contractor shall include all subcontractors as insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**7. 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. The Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the Contract.