



**BID NUMBER**

SB # 7614

**DATE:**

March 1, 2021

**NORTHWESTERN STATE UNIVERSITY**

Business Affairs – Purchasing Section  
St. Denis Hall/ 200 Sam Sibley Dr.  
Natchitoches, Louisiana 71497  
(318) 357-5030 Fax: (318) 357-4378

**INVITATION FOR BID:** Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until 2 pm Thursday, April 22, 2021 and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

**DESCRIPTION**

**NSU Horticulture and Bed Maintenance Contract**

**BIDDERS PLEASE FILL IN ALL BLANK SPACES AND SIGN BELOW**

Terms will be \_\_\_\_\_ and shipment will be received within \_\_\_\_\_ days after receipt of order.

\*\*\*\*\*  
\*\*\*\*\*

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
SIGNATURE AUTHORITY( Re: L.R.S. 39:1594(Act 121)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
FEDERAL TAX IDENTIFICATION NUMBER (FIN)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

\*\*\*\*\*  
\*\*\*\*\*

**ACCEPTANCE /AWARD**

\_\_\_\_\_  
Date of Award and Execution

Reccomentation: \_\_\_\_\_

Approved: \_\_\_\_\_  
Dale Martin, Director of Purchasing

## INSTRUCTIONS TO BIDDERS

**1. Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

**2. Special Envelope (Sealed Bids):** Ensure consideration, all Sealed Bids (Invitation to Bid) should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

**3. Prices:** The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

**4. F.O.B:** Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

**5. Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

**6. Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

**MANUFACTURER'S NUMBERS AND TRADE NAMES:** Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.

**7. Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

**8. Award:** Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

**9. Purchase Order:** If any bid or bids are accepted, an initial purchase order contractor will be considered.

or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

**10. Conditions of Purchase Orders:** We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms and conditions for a period of three months from the date of order based upon vendor acceptance.

**11. Inspection and Acceptance:** Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

**12. Reject:** All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the NSU purchase order number or it will be refused and returned at vendor's expense.

**13. Payment Terms:** Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwestern State University, Business Affairs, Accounts Payable Section, St. Denis Hall, Natchitoches, LA 71497. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

**14. U.S. Taxpayer Identification Number:** Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. **PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.**

**15. Taxes:** The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

**16. New Products:** Unless specifically called for in the IFB, 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 IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

**17. Contract Renewals:** Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

**18. Contract Cancellation:** Northwestern State University reserves the right to cancel this contract with thirty (30) days written notice.

**19. Default of Contractor:** Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting

**20. Davis Bacon Act:** The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed

federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

**21. Order of Priority:** In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

**22. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**23. Discrimination and EEOC COMPLIANCE:** The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**24. Standard Preference:**

**A.** In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes \_\_\_\_\_

Specify Item Number(s) \_\_\_\_\_

Name and location within Louisiana where such paper or paper product is manufactured or converted: \_\_\_\_\_

\_\_\_\_\_

**E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**B.** A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes \_\_\_\_\_

Specify Item Number(s) \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

\_\_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

[**Note:** If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

**25. Scope of Contract:** Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

**BIDDERS MUST SIGN IN INK**

**IMPORTANT**

**Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:**

1. A current corporate officer, partnership member 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 reelected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

***WE ARE AN EQUAL OPPORTUNITY UNIVERSITY***

## INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ agrees to protect, defend, indemnify, save, and hold  
(Contractor/Subcontractor/Lessee/Supplier) harmless the State of Louisiana, all State Departments,

Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and

liability arising out of injury or death to any person or the damage, loss or destruction of any property

which may occur or in any way grow out of any act or omission of \_\_\_\_\_,

(Contractor/Subcontractor/Lessee/Supplier)

its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

\_\_\_\_\_ as a result of any claim, demands, and/or causes of action

(Contractor/Subcontractor/Lessee/Supplier)

except those claims, demands and/or causes of action arising out of the negligence of the State of

Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or

employees. \_\_\_\_\_ agrees to investigate, handle, respond to, provide

(Contractor/Subcontractor/Lessee/Supplier)

defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs

and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_ Yes \_\_\_\_ No

Contract No. \_\_\_\_ SB # \_\_\_\_\_ for \_\_\_\_\_ Northwestern State University # 62200

State Agency Number and Name

PURPOSE OF CONTRACT: To perform routine maintenance to NSU flower beds and related areas.

**NSU HORTICULTURE AND BED MAINTENANCE CONTRACT**  
**Northwestern State University**  
**Natchitoches, LA 71497**

Item	Quantity	Description	Unit Price	Extended Price
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1.	27000	Landscaping per Square Foot	\$ _____	\$ _____
2.	27400	Pruning per Square Foot	\$ _____	\$ _____

TOTAL  
BID  
AMOUNT \$ \_\_\_\_\_ (Words) \$ \_\_\_\_\_ (Figures)

_____ VENDOR NAME	_____ SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))
_____ ADDRESS	_____ TITLE
_____ CITY, STATE, ZIP	_____ TAX IDENTIFICATION NUMBER
_____ TELEPHONE NUMBER	_____ FAX NUMBER
_____ DATE	

Contractor must have a **SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION** and **Chemical Applicator License** as well as any other State or Federal required permits/licenses to perform the scope of contract. Contractor must furnish a copy of these current licenses, upon request and must maintain all licenses throughout the term of this contract.

An employee holding the appropriate license must be on site whenever horticultural or chemical services are performed.

Appropriate licensing determinations are set according to Louisiana Department of Agriculture and Forestry (Phone Number 225-952-8100).

## **References:**

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

## **Scope:**

We extend this proposal to cover the furnishing of labor, materials, supplies, and equipment necessary to provide Horticulture Services for the NSU Grounds.

Bed Maintenance, pruning, chemical application, and fertilizer will be required as shown in maps of NSU grounds:

## **Quantities/Inspections:**

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

## **Bid Specifications:**

### **Maintenance Management:**

- Weed & Clean twice monthly.
- Prune as needed, at minimum monthly during growing season.
- Fertilize monthly, coordinate with grounds director for alternative.
- Repair maintain irrigation, at NSU cost for parts.
- Replace dead plants, at NSU cost for plants.
- Color change twice annual, at NSU cost for plants.

- Beds cleaned: mulched, pine straw, and pruned the week prior to graduation, homecoming, and other events may come up. Mulch, straw and any other supplies needed shall be the responsibility of the contractor.
- Must contact grounds director prior to starting work.

**THE SERVICES LISTED WILL BE PERFORMED AT EACH VISIT. CONTRACTOR SHALL PICK UP ALL TRASH INSIDE SITE.**

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

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

All landscaping shall be maintained reasonably free of fire ants, sugar ants, ant mounds or beds, and timely fertilization of turf utilizing water-soluble synthetic, inorganic fast release, for quick-turn response, and slow release for longer residual turn response.

**Completed Work Verification:**

The Grounds Manager shall be notified by e-mail on the first working day upon completion of any and all visits/services. This receipt will reflect: grass cutting, edging, chemical applications, etc. A Commercial Pesticide Applicator Record Keeping Form must be completed and emailed to the NSU Grounds Manager after any chemical applications. **(See Attachment A)**

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

Contractor will email the time/date completion sheet to:

Mead Goings- [goingsm@nsula.edu](mailto:goingsm@nsula.edu)

## **Landscape Contract**

<b><u>Locations</u></b>	<b>ft<sup>2</sup></b> <b><u>Landscaping</u></b>	<b>ft<sup>2</sup></b> <b><u>Pruning</u></b>
South Jefferson Gate	600	2,400
Central Ave. Gate	22,700	
Sam Sibley Gate	1,000	
President's Residence	600	2,000
Alumni Plaza	1,500	1,500
Football	600	10,000
Baseball		11,500

**NSU reserves the right to add or subtract sites to the locations as needed during the term of this contract in accordance with the unit prices bid for services.**

### **Chemical Use:**

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

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

Apply Ant Bait containing Logic (or approved equal) as needed to control fire ants.

All landscaping shall be maintained reasonably free of fire ants, sugar ants, ant mounds or beds, and timely fertilization of turf utilizing water soluble synthetic, inorganic fast release, for quick-turn response, and slow release for longer residual turn response.



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

## **WorkHours:**

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

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

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

## **Billing:**

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

Northwestern State University  
[nsuacctspay@nsula.edu](mailto:nsuacctspay@nsula.edu)  
Accounts Payable  
200 Sam Sibley Dr  
Natchitoches, La 71497

## **Quality Control:**

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

Inspection/discovery of unsatisfactory services and/or performances will be discussed with the Contractor, his staff and the Department Representative, if or when required. The Contractor will be given adequate time to correct the unsatisfactory conditions

within Industry Standards and/or degree on non-conformance to NSU specifications and contract.

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

### **Safety Precautions:**

Safety must be exercised at all times to safeguard the welfare and safety of the Building patrons, the general public, the employees and students of NSU. Job site must remain clean and without excessive litter and debris without obstructions to walkways, driveways, and the parking lot. These areas must remain unobstructed and free for ingress and egress, and pedestrian safety.

If a contractor should damage or destroy any part of a building, vehicle, glass, wall, parking lot curb, sprinkler heads, fence, tree, or pole, the contractor shall be required to replace and/or restore such item to its original condition, with the same type of material, finish, and workmanship. The contractor will be responsible for any and all damages caused by the contractors' lawn equipment, and for the equipment itself.

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

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



## LOUISIANA DEPARTMENT OF AGRICULTURE &amp; FORESTRY

MIKE STRAIN DVM, COMMISSIONER

Agricultural &amp; Environmental Sciences, 5825 Florida Blvd, Suite 3003, Baton Rouge, LA 70806, (225) 925-3796, FAX (225) 925-3760

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## COMMERCIAL PESTICIDE APPLICATOR RECORD KEEPING FORM

OWNER / OPERATOR (FIRM): \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_ CERTIFIED APPLICATOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ LDAF CARD NUMBER: \_\_\_\_\_

CUSTOMER		PESTICIDE APPLIED									APPLICATOR	
NAME	ADDRESS	BRAND NAME OF PRODUCT	EPA REG. NUMBER	RUP <sup>1</sup>	DATE OF APP.	CROP OR TYPE OF APP.	LOCATION OF APP. <sup>2</sup>	SIZE OF AREA TREATED <sup>3</sup>	RATE OF APP.	TOTAL AMT. APPLIED <sup>4</sup>	NAME	LDAF CARD NUMBER (IF APPLIC.)

1. Check if Pesticide is a Restricted Use Pesticide.
2. Field number or other reference as to the location of the application.
3. Acres, square feet, minutes of spraying, etc.
4. Refers to total amount of pesticide product (concentrate) used.