UNIVERSITY of LOUISIANA LAFAYETTE

INVITATION TO BID

SOLICITATION FILE No.: 22009

TITLE: BUILDING AUTOMATION SERVICE (RENEWABLE CONTRACT)

BID DUE DATE/TIME: THURSDAY 7/29/2021 2:00 PM

MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.

ZOOM BID OPENING: FRIDAY 7/30/2021 10:00AM
MEETING ID: 987 1288 9869 PASSWORD: 480 638

SUBMIT BID TO:*
University of Louisiana at Lafayette
Office of Purchasing
PO Box 40197
Lafayette, LA 70504-0197

or submit bid electronically:
ULLafayetteBids@louisiana.edu

BUYER OF RECORD: Roxanne J. Formeller
BUYER PHONE: (337) 482-2955
EMAIL: roxanne.formeller@louisiana.edu

A pre-bid meeting will be held on **Tuesday, July 13, 2021, at 10:00AM.** See page 6 for more information.

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is advised that Purchasing employees are working remotely due to COVID-19 restrictions. Courier services such as UPS, FedEx and DHL will not be able to deliver to our physical location, as on-campus offices remain closed to the public. Bidder retains sole responsibility for ensuring its courier service provider makes inside deliveries to our physical location if this method of delivery is chosen.

2. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.

3. If submitted by mail, the bid must be submitted in a sealed envelope/package with the Solicitation No. on the outside of the SEALED envelope/package. To ensure the integrity of the bid process, if the bid is submitted by mail or delivered via courier, do not use the envelope provided by the courier as your "sealed bid" envelope. Instead, place your *properly-labeled sealed* envelope inside the USPS envelope.

4. If bid is submitted by email, the subject line must show the Solicitation/File No. and submission must be received by bid deadline.

5. Read the entire solicitation, including all terms, conditions and specifications.

6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.

7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.

8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.

9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Submit Bid To" address no later than the due date and time specified herein. Sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date. Sealed bids cannot be accepted by fax. Price alterations and addenda to bids may be submitted by fax, and will be considered provided Bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid submission deadline. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

Bidders may submit bids by mail by sending to the mailing address listed in the "Submit Bid To" address listed on page 1 of this solicitation. Bidders may also submit electronically to ULLafayetteBids@louisiana.edu. If bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline. To maintain the integrity of the bid process, do not copy other email addresses on your bid submission.

Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center. When the Purchasing Office is staffed and Martin Hall is open to the public, Bidders may deliver bids by hand or by a courier service to University of Louisiana at Lafayette, Purchasing Office, (Martin Hall Room 123), 104 East University Circle, Lafayette, LA 70503. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized Agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. 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 Buyer-of-Record at the email address and/or fax number shown on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing 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 UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by Bidder.

4. Bid Opening

In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Buyer-of-Record at the email address and/or fax number shown in header.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette 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.

6. 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. 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 product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by UL Lafayette and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save UL Lafayette harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications five (5) days prior to bid opening. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- 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.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette 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.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive Bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation/Termination

UL Lafayette has the right to cancel any contract for cause, 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.

UL Lafayette 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 compliant deliverables in progress.

24. 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.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; 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 Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, 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.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, Agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, Contractors, or Agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, Bidder certifies that its company, any subContractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

If applicable, the University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subContractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

29. Insurance Requirements

Please note attached insurance requirements section included in these bid specifications.

If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.

30. Nonperformance

Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

New Year's Day	July 4th
Martin Luther King Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day
Memorial Day	Christmas Day

32. No Smoking Campus

The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

33. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette 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.

34. Contract Amendments

Requests for contract changes must be made in writing by an authorized Agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by UL Lafayette Office of Purchasing and issuance of a formal UL Lafayette Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

35. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until the University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

Based upon mutual agreement between the University and the successful Bidder, this contract may be extended for four (4) additional twelve (12) month periods under the same terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

All terms of the solicitation shall be firm for the duration of Contract.

36. Notification of Fund Appropriation

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 appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies

Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or Agents duly authorized to sign on behalf of the organization. Bidders submitting electronically may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602:1, 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.

39. PRE-BID MEETING

A pre-bid meeting will be held at 10:00AM on Tuesday, July 13, 2021 at Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, Louisiana, at which time details of plans and specifications will be discussed.

This meeting is not mandatory.

DEFINITIONS

Agent - The University's representative in the Facility Management who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT**
   The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. If a bid is submitted by mail The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** and should be in **blue ink**. Bids received by email will not be scrutinized for ink color. However, the signature on the enclosed Certification Statement must be an original signature - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.

2. **BID SHEET/FORM**
   The Bidder must submit the bid on the form herein provided. All signatures must be signed in ink. Blanks on the bid sheet may not be filled in after the fact. Blanks shall default to "NO BID" for those items without exception. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "included", "no bid" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

3. **CONTRACTOR QUALIFICATIONS**
   - **A. LICENSE REQUIREMENTS -** Contractors or contracting firms submitting bids in the amount of $10,000.00 or more shall be licensed under L.A. R.S. 37:2150-2163 in a classification such as: Mechanical Work or Automatic Control Systems. License number shall be listed on the bid form.
   - **B. AUTHORIZED DEALER LIST** - The bidder is to submit with the bid a listing of similar Metasys and Apogee systems currently being maintained under other contracts.
   - **C. REFERENCE LETTERS** - Two (2) letters of reference from current contract holders from listing above shall be supplied with the bid. Failure to supply this information shall be grounds for rejection of the bid.

4. **CERTIFICATE OF INSURANCE**
   Bidder shall submit a certificate of insurance with bid submission or by providing the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

ULLafayetteBids@louisiana.edu

Be sure to include the solicitation number in the subject line.

Do not *send your submission to any other University email address.*

BID SUBMISSIONS (HARD COPIES ONLY)

University of Louisiana at Lafayette
Office of Purchasing
PO Box 40197
Lafayette, LA 70504-0197

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

purchasing@louisiana.edu
roxanne.formeller@louisiana.edu

Do not *email bid submissions to either of these addresses.*

To contact Purchasing by phone: 337.482.2955.

CAMPUS DELIVERIES

The campus is not fully open for receiving deliveries by courier at this time. Please send hard copies via US Mail only. The UL Post Office (located inside the Student Union) will accept bid packages with proper postage to place in the Purchasing Department's mailbox. The phone number is 337.482.6113.

DETAILED SPECIFICATIONS

THE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH A CONTRACT FOR PROVIDING TECHNICAL SUPPORT FOR MAINTAINING TEMPERATURE CONTROL FOR VARIOUS BUILDINGS ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2022, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL TWELVE-MONTH PERIODS.

SCOPE OF WORK

1. Providing technical support to University Facility Management personnel in maintaining the **existing** Siemens Apogee building automation system and communications gateways (open processor) allowing data to be passed from the JCI control system to the Siemens Apogee system.
2. To provide technical support to University Facility Management personnel in maintaining the existing JCI, Siemens, Alerton, Distech, Tridum, and BacNet controls for Mitsubishi and Daikon Variable Refrigerant Systems.
3. Contractor shall not be required to provide any material for the duration of this contract. The Owner will provide all material.

DETAILED/TECHNICAL SPECIFICATIONS - BUILDING AUTOMATION (HEATING, VENTILATING AND AIR CONDITIONING CONTROL) SYSTEMS SERVICE/MAINTENANCE (RENEWABLE CONTRACT)

TECHNICAL SUPPORT

The Contractor shall provide a minimum of forty (40) man hours per month (Monday through Friday) of technical support for physical plant personnel responsible for maintaining the Siemens Apogee temperature control system, and the communications gateways (open processor) allowing data to be passed from the JCI control system to the Siemens Apogee system.

The allotted technical support contract hours may be scheduled for the projected forty (40) hours per month, or may be carried over in any combination of hours per month, at the University's discretion, so long as the total does not exceed the annual amount of four hundred eighty (480) man-hours. Travel time shall not be included in the four hundred eighty (480) man-hours contracted, nor shall the University pay the Contractor for additional travel hours or mileage. The Contractor shall be required to document actual time at the jobsite by checking in and out with the University's designated representative. Failure to document required man-hours shall be grounds for cancellation of contract and no payment.

The controls technician executing the contract shall be directed on a monthly basis as to what technical support is needed by the Owner's designated representative responsible for the Metasys and Apogee systems.

INTENT

The intent of this contract is to provide technical support for University personnel so that the automatic temperature control system will perform in an energy efficient manner, maintain occupant comfort, and extend equipment life.

DAILY REPORTING

Contractor's personnel shall report to the Owner's designated representative at the beginning of each day, and shall submit a written report at the end of each day, noting work done, and defective items found and/or corrected.

EMERGENCY SERVICE

Call back due to malfunctioning temperature controls at times other than 7:30 am to 4:30 pm Monday - Friday excluding holidays, will be considered emergency service and shall be charged against the 40 hours of monthly time at time and one half. If the 40 hours of monthly time has been used when the emergency call is received then the time shall be charged against the next month's 40 hours at time and one half. Contractor shall respond to any request for service and arrive at the University within two (2) hours of receiving the call.

TOOLS, EQUIPMENT AND TRANSPORTATION

Contractor shall furnish all necessary tools, test equipment, etc. in order to accomplish this work. All necessary transportation of employees and materials to and from the work sites shall be the Contractor's responsibility.

CONTRACTOR QUALIFICATIONS

All technicians furnished under this contract shall have at least five (5) years of experience in DDC and electronic controls, and must be qualified to diagnose, test and repair all systems covered under this contract. The name and the qualifications of the specific technician(s) that will be assigned to this contract must be submitted to the University before the work begins.

The bidder is to submit with his bid a listing of Apogee, Metasys, , Alerton, Distech, Tridum, and BacNet controls for Mitsubishi and Daikon Variable Refrigerant Systems currently being maintained. In addition, two (2) letters of reference from current contract holders, one letter for a Metasys system and one letter for an Apogee system, from listing above shall be supplied. Failure to supply this information may be grounds for rejection of the bid.

The Contractor shall familiarize himself and the personnel doing this contract work, with the campus and the equipment in order to fulfill the recommendations of this contract. The Contractor is expected to utilize the same technician(s) to perform the maintenance work for the duration of the contract. University personnel normally must work with the new technician to familiarize him with the campus and the numerous equipment rooms. Due to a shortage of manpower, this causes disruption in our operation and also causes some equipment to be neglected or forgotten. The practice of changing technicians during the term of the contract may cause cancellation of contract. The University must be notified in writing of any change in personnel. That notification must contain the name and qualifications of the technician the Contractor proposes to assign to this
contract.

GUARANTEE

Should the Contractor fail to render the services ordered under this contract in the manner and within the time specified, the Owner reserves the right to cancel the contract for services that the Contractor has failed to render in the manner and within the time specified. Termination under this article shall not affect or relieve either party of any obligation or liability that may have occurred prior to such termination.

The Owner reserves the right from time to time to employ others to make such tests as they may deem advisable, and when it is found the systems are not up to proper standards, the University may immediately demand of the Contractor that the systems be placed in proper condition. If the demand is not promptly complied with, the University may cancel the agreement and enter an agreement with others to perform such work and deduct the total cost thereof, from the Contractor's monthly charge for the services specified, or if contract has expired pay additional cost incurred.

The University reserves the right to act as the sole Agent in determining if service is satisfactory, The Contractor's failure to comply with Owner's demands in this regard within a reasonable time will constitute a circumstance under which the Owner may immediately and without notice terminate the agreement.
Should the Contractor fall more than thirty (30) days behind the previously submitted and approved schedule, the University may cancel the contract upon written notification.

ACCESS

The Contractor shall be provided access to all areas required to perform the work covered under this contract. Some sensitive areas will require advance scheduling, and/or escort. All keys checked out for performance of the contract shall be checked in and checked out daily. Failure to do so, or lost keys may result in termination of contract.

LICENSE CLASSIFICATION

Contractors or contracting firms submitting bids in the amount of $10,000.00 or more shall be licensed under L.A. R.S. 37:2150-2163 in a classification such as: Mechanical Work or Automatic Control Systems. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

FAMILIARITY WITH CONDITIONS

Prior to the submission of the bid proposal, the Prospective Bidder shall be deemed to have made a careful examination of the project site and specifications. The Prospective Bidder shall become familiar with the location the character of terrain to be encountered, the kind of facilities required before, and during the project, to include general local conditions and all other matters that may affect the cost and the time of completion of the project.

It is the responsibility of the prospective bidder to visit and examine campus, take measurements to his/her own satisfaction and determine conditions under which work is to be performed. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Roxanne Formeller at roxanne.formeller@louisiana.edu and Mike Meaux at michael.meaux@louisiana.edu.

Work must be completed to the satisfaction of the Project Manager before invoices are approved. Failure to meet the objectives to the satisfaction of the University may result in cancellation of the contract and the Contractor being charged back for damages incurred.

By submitting your bid, you are acknowledging that you understand the schedule and agree that your company is capable of completing the required work in the timeline provided for the price(s) submitted in your bid.

CONTRACT TERMS

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

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 appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

AUDITS

The University reserves the right to have representatives of the University and/or the State inspect the records maintained by the Contractor concerning the products and services described herein.

IMPORTANT NOTES: Quantities/dates listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to ***increase or reduce*** quantity as needed if in the best interest of the University.

The University reserves the right to monitor the service and results and to terminate the contract thirty (30) days after written notice if services are deemed unsatisfactory by the University.

BID PRICES ARE TO REMAIN FIRM THROUGH JUNE 30, 2022.

IMPORTANT NOTE:

Please submit questions to roxanne.formeller@louisiana.edu prior to July 22, 2021. If necessary, clarifications/responses to questions will be addressed via addendum.

INSURANCE REQUIREMENTS *Revised February 2019*

(for Contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring Contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University ("Contractors"). This document also sets forth the insurance language that should be included in all University contracts with Contractors ("Contracts"). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University's Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University's Risk Manager.

Contractor shall purchase, at its own cost and expense, 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 Contractor, its Agents, representatives, employees, or subContractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage 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.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of $1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of $1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the Contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage 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.

B. Other Insurance Provisions

Contractor shall either (i) require each subContractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subContractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, Agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, Agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:
University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, Agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.
Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of $1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this 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 at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information (PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with 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 this Contract. It shall provide coverage for the duration of this 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 36 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.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the Owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their Agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, Agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent Contractor and is exclusively responsible for its own employees, Owners, and Agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their Agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of $100,000. 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 requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

(a) CONTRACTOR shall not visit or utilize the facilities of University if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;

(b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;

(c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and

(d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or ay facilities or equipment therein of University.

FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party. If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

BID FORM

I/WE PROPOSE TO PROVIDE TECHNICAL SUPPORT FOR MAINTAINING TEMPERATURE CONTROL IN VARIOUS BUILDINGS ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2022, IN STRICT ACCORDANCE WITH THE REQUIREMENTS IN THESE BID SPECIFICATIONS RENEWABLE FOR UP TO FOUR (4) CONSECUTIVE 12-MONTH PERIODS FOR THE FOLLOWING SUM…

DESCRIPTION OF WORK	MONTHLY CHARGE	ANNUAL TOTAL
TECHNICAL SUPPORT (40 HOURS/ MONTH)		

BID SUBMISSION CHECKLIST

_____ Certification statement w/original signature

_____ Bid submitted on the bid sheet/form provided

_____ Certificate of Insurance*

_____ Contractor's license Number: _____

_____ Two (2) letters of reference

_____ List systems being maintained under contract:

_____

_____

_____

BID SUBMISSION DEADLINE:
Bid submissions for this solicitation are due on Thursday, July 29, 2021 at 2:00PM CST – must be received by US Mail or electronically at ULLafayetteBids@louisiana.edu. There are no exceptions to this deadline.

BID OPENING:
The public bid opening will take place on Friday, July 30, 2021 at 10:00AM CST on Zoom, which is available for viewing by registering at:
https://ullafayette.zoom.us/meeting/register/tJwqduugpjIiHN3tgbGFabpPeMD2j2LoIu4c.

ZOOM MEETING ID: **987 1288 9869** **PASSWORD:** **480 638**

Opening of the bid packages begins at five (5) minutes past the hour to allow all who wish to attend to log in properly.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Buyer of record, *roxanne.formeller@louisiana.edu*.

NET 30 payment terms.

Grand total listed is to be inclusive of all fees necessary to complete assigned deliverables. Extensive repairs shall be quoted separately and must be agreed upon by both parties and added to the PO as a change order. Prices shall be firm until work is complete and accepted by the University.

PAYMENT OF TAXES

The University of Louisiana at Lafayette is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

SIGNED BY (signature)_____

SIGNED BY (printed) _____

***In lieu of a certificate of insurance the following information will be accepted review until bid is awarded.**

Policy number	Name(s) and address(es) Carrier(s) and Agent(s)	Amount(s) of coverage	Type(s) of coverage	Effective date(s)

The certificate of insurance shall be due from the successful bidder within ten (10) days of request.

Bidder's comments: _____

_____

_____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: ( ) _____

C. Facsimile Number with area code: ( ) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subContractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Professional Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____