



BID NUMBER: **SB# 7649**

DATE: **October 26, 2023**

### NORTHWESTERN STATE UNIVERSITY

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

**INVITATION FOR BID:** Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2 pm Thursday, November 30, 2023** and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

#### DESCRIPTION

**NSU Athletics Under Armour**

**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	_____ PRINTED OR TYPED NAME / TITLE
_____ CITY, STATE, ZIP	_____ FEDERAL TAX IDENTIFICATION NUMBER (FIN)
_____ TELEPHONE NUMBER	_____ EMAIL
_____ DATE	

\*\*\*\*\*

#### ACCEPTANCE /AWARD

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

Recommendation: \_\_\_\_\_

Approved: \_\_\_\_\_  
Carla Howell, 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. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) version by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Carla Howell  
Director of Purchasing  
Business Affairs/St. Denis Hall  
200 Sam Sibley Drive  
Northwestern State University  
Natchitoches, Louisiana 71497

\*\*\*\*\* **Submittals should have ITB #7649 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.** \*\*\*\*\*

For courier delivery, the street address above and the telephone number is (318-357-4496). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that **(1)** copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

**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 ITB. Unless otherwise specified in the ITB, 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 ITB.

**6. Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. 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 does 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 the 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. 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 [purchasing@nsula.edu](mailto:purchasing@nsula.edu). Written inquiries must be received in the NSU Purchasing Office no later than **five (5) calendar days prior to the opening of bids** and **must clearly cross-referenced to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the NSU Purchasing Office, and mailed or delivered to all Bidders known to have received the solicitation. NSU shall not be responsible for any other interpretations or assumptions made by Bidder.

**8. 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.

**9. 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.

**10. Purchase Order:** If any bid or bids are accepted, an initial purchase order 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.

**11. 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 ninety (90) days from the date of order based upon vendor acceptance.

**12. 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.

**13. 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.

**14. 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.

**15. U.S. Taxpayer Identification Number:** Vendor must include an IRS Form W-9 and 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.

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

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

**18. 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.

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

**20. Default of Contractor:** Failure to deliver within the time specified in the bid will constitute 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.

**21. 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.

**22. 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.

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

**24. 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 of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 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.

**25. Piggyback:** Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

**26. 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:  
\_\_\_\_\_

**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.]

**27. 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.

**28.** Bids submitted are subject to provisions of the laws of the State of Louisiana including but limited to L.R.S. 1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special considerations; and specifications listed in this solicitation.

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

**BIDDERS MUST SIGN IN INK**

### **I M P O R T A N T**

**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 of 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 relected 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 certified compliance with the above.

A Member of the University of Louisiana System

*WE ARE AN EQUAL OPPORTUNITY UNIVERSITY*

## **BID SPECIFICATION and FORM**

### **--- NSU Athletics Under Armour ---**

**PROPRIETARY - In accordance with LA. R.S. 39:1655, all items have been approved as proprietary and only the Brand(s) Numbers(s) specified will be considered for award.**

#### **SCOPE:**

The Athletic Department at Northwestern State University is planning the purchase of apparel, footwear, uniforms, equipment and accessories on an as-needed basis to outfit its athletic teams for the period July 1, 2024, through June 30, 2029, to match Under Armour apparel, footwear, uniforms, equipment and accessories.

#### **SUBMITTAL (PRICING):**

Each response submitted shall include two (2) copies of the latest/updated (most current) List Price Catalog comprising all products the vendor wishes to offer, with net discount prices shown or with a clearly described discount schedule to be mailed and received on or before the bid deadline.

In the event such a List Price Catalog is not possible, two (2) copies of a List Price Listing or a CD or URL address reference to proposer's current Online Catalog with a clearly described discount schedule may be substituted.

Vendors should understand that if a price difference occurs between the submitted List Price Catalog, List Price Listing, CD or Online Catalog and vendor's invoice, prices in the List Price Catalog, List Price Listing, CD or Online Catalog at the time of order will prevail.

Initial price lists and related data are to be mailed and received on or before the bid deadline.

Vendors who respond to this solicitation will be allowed to provide published updates during the contract term. Updated catalogs and price lists should be provided to the Northwestern Athletic Department throughout the contract term.

**Discounts offered are to remain firm for the period of the contract.**

The University reserves the right to cancel any order in the event of an increase in price.

#### **QUANTITIES:**

No specific quantities are guaranteed. The successful Vendor's discount and pricing schedule shall apply regardless of the volume of business under the contract.

#### **BASIS OF AWARD:**

It is anticipated a blanket order agreement will be awarded to the vendor whose response meets the above requirements and represents genuine value to the Athletic Department in pricing structure, product integrity and known vendor performance.

**INTEGRITY OF PRICE AGREEMENT:**

It is understood that the terms and conditions of this price agreement are between the vendor and the Athletic Department and are not to be extended to other departments or agencies, unless in response to a written request for quotation from the University Purchasing Department. Further, mutual cooperation and vendor performance are essential to this agreement.

**GENERAL CONDITIONS:**

The attached General Conditions shall be a part hereof.

**SHIPMENT TERMS:**

All shipments are to be made on an FOB Destination basis.

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

Any and all questions arising from the specifications must be addressed in writing to [howellc@nsula.edu](mailto:howellc@nsula.edu) and will be answered via an Addendum.

No addenda will be issued within a period of seventy-two (72) hours prior to the date set for the receipt of bids except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.



-----Bid Form-----

\*\*Include Shipping/Freight in the bid price

\*\*Include Set-up and installation in the bid price

Each response submitted shall include two (2) copies of the latest/updated (most current) List Price Catalog comprising all products the vendor wishes to offer, with net discount prices shown or with a clearly described discount schedule to be mailed and received on or before the bid deadline.

**RESPONSE:**

\_\_\_\_ (2) copies of List Price Catalog

**\*\*In the event such a List Price Catalog is not possible, two (2) copies of a List Price Listing or a CD or a URL address reference to proposer's current Online Catalog with a clearly described discount schedule may be substituted.**

**ADDENDA ACKNOWLEDGEMENT(S):**

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

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED: \_\_\_\_\_

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

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

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

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

\_\_\_\_\_  
DATE

**\*\*\*\*\* Submittals should have ITB #7649 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection. \*\*\*\*\***

# 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](http://www.epls.gov).)

Professional Job Title: \_\_\_\_\_

Official Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SIGNATURE of Bidder's Authorized Representative:** \_\_\_\_\_  
(Signature MUST be HAND SIGNED and should be in Blue ink)

**Date:** \_\_\_\_\_