

STATE OF LOUISIANA  
GRAMBLING STATE UNIVERSITY  
GRAMBLING, LOUISIANA  
A Member of the University of Louisiana System

INVITATION TO BID  
FOR  
**IFB- 50018-240024**  
**McCall Dining Hall Boiler Replacement**

ISSUING AGENCY: Grambling State University  
Purchasing Department  
403 Main Street, Purchasing BLG  
Grambling, La 71245

ACTING PURCHASING DIRECTOR: Erin Walker  
Telephone: 318.274.3280 (o) | [walkere@gram.edu](mailto:walkere@gram.edu) (e)

REQUISITIONED BY: Damien Chatman  
Telephone: 318.274.3136 (o) | [chatmand@gram.edu](mailto:chatmand@gram.edu) (e)

RELEASE DATE: December 27, 2023

MANDATORY PRE-BID MEETING: January 9, 2024 at 9:00 am CST

MANDATORY LOCATION: McCall Dining Hall, 403 Main St., Grambling, La 71245

BID OPENING DATE: January 19, 2024

BID OPENING TIME: 10:00 a.m., Central Time

BID OPENING LOCATION: GSU Purchasing Teleconference: Number 1-917-900-1022,  
Conference ID: 5600581#

This ITB is available in electronic form by emailing [purchasingbids@gram.edu](mailto:purchasingbids@gram.edu). It is the Bidder's responsibility to check for any possible addenda that may be issued.

<p align="center"><b>Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices</b></p>	<p align="center">GRAMBLINGSTATE UNIVERSITY Grambling Louisiana REQUEST FOR QUOTATION</p> <p align="center"><u>Food Service</u> Department</p>	<p>DATE: December 27, 2023</p>	<p>Date and Time by Which Quotation Must be Returned: January 19, 2024 10:00 am</p>
	<p>Name and Address of Vendor (Firm or Individual)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>PURCHASEREQUISITION NO. R00 BID 50018-240024 P. O. No.</p>	<p><b>TO THE VENDOR:</b></p> <p>To be returned on or before date specified above to:</p> <p>GRAMBLING STATE UNIVERSITY PURCHASING DEPARTMENT Website: <a href="mailto:Purchasingbids@gram.edu">Purchasingbids@gram.edu</a></p>	<p align="center">NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <b>LATE BIDS NOT ACCEPTED</b></p>
<p align="center"><b>INSTRUCTIONS TO BIDDERS:</b></p> <ol style="list-style-type: none"> <li>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</li> <li>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.</li> <li>3. THIS BID IS TO BE MANUALLY SIGNED IN INK.</li> <li>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREIGHT ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</li> <li>5. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39 :15 51 -1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</li> <li>6. THIS IS A SEALED BID and MUST BE EMAILED TO THE GSU PURCHASING DEPARTMENT VIA EMAIL ACCOUNT: <a href="mailto:Purchasingbids@gram.edu">Purchasingbids@gram.edu</a></li> <li>7. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID NUMBER.</li> <li>8. BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.</li> <li>9. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVEN COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL.</li> <li>10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPE WRITTEN.</li> <li>11. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</li> </ol> <p align="center">For questions regarding this bid, please contact <b>Erin Walker</b> at <b>318.274.3280</b></p>			
<p><b>TO THE VENDOR:</b></p> <p>Bid Bond of 5% <b>will</b> be required</p> <p>Performance Bond of 50% <b>will not</b> be required</p> <p>Recommended Site Visit: January 9, 2024 at 9 am</p> <p>Deadline to Receive Inquiries: January 10, 2024</p> <p>Deadline to Respond to Inquiries: January 11, 2024</p> <p>Bid Opening: January 19, 2024 at 10am CST</p> <p>Louisiana Contractor's License #:</p>	<p align="center"><b>THIS QUOTATION IS SUBMITTED BY</b></p> <p>Name of Vendor (Firm or Individual) _____</p> <p>Signature _____</p> <p>Name (Printed) _____</p> <p>Telephone # _____</p> <p>Fax # _____</p> <p>Email Address _____</p> <p>Title _____</p> <p>Vendor Quote # _____</p> <p>Date Submitted _____</p>		

**Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and  
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smalle".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each to the GSU Purchasing Department along with the Clear Lien.

The statutes (LA R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at [www.legis.la.gov](http://www.legis.la.gov); and the statutes (LA R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at [www.legis.la.gov](http://www.legis.la.gov). The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

**If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.**

**Certification No./Date of certification.:** \_\_\_\_\_

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** Grambling State University  
Purchasing Dept  
GSU P.O. Box 4269.  
Grambling, La 71245

**BID FOR:** McCall Dining Hall Boiler Replacement  
**Bid No.:** 50018-240024

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **Grambling State University** and **dated: December 27 , 2023.**

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. ____ Dated: _____	No. ____ Dated: _____	No. ____ Dated: _____
No. ____ Dated: _____	No. ____ Dated: _____	No. ____ Dated: _____

**TOTAL BASE BID:** For all work required by the Bidding Documents for the **McCall Dining Hall Boiler Replacement** we bid the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

**FAX NO.:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE OF BIDDER \*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\*The Unit Price Form shall be used is the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\*A **CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38.2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

## **Grambling State University**

### **McCall Dining Hall**

#### SCOPE

McCall Dining- Demolition-Remove boiler closest to the double doors.

Install new Seller's steam boiler. 125 horse powered boiler 3 to 1 turn down. Sized by Louisiana Steam.

Install boiler feed and pump systems. Sized by Louisiana steam. The new boiler system will require shutdowns to make tie ins for the new system. The new boiler will work in concert with the old boiler.

The new boiler system will have Bacnet controls added for integration into the building automation system. Building control systems will be by others.

All connections and flues will be installed by contractor. The flue system extending above the roof line shall be a new pipe, collar, and cap. All new flue systems.

Replace all condensate piping in the mechanical room.

All piping extending outside of mechanical rooms will be extended to ground level to ensure that when boiler is blow down to remove condensable it will now scald people walking the area.

All piping will have two-inch fiberglass insulation. Flow arrows will be installed, and piping marked.

All boilers will have a gas kill switch installed at the doors exiting the mechanical room doors per fire marshal.

All construction debris will be cleaned up daily.

Any electrical hookups will be part of the mechanical contractor's contract.

All boilers will have bac-net hookups for controls.

Davis Bacon ACT wage guidelines will be followed.

All welded modifications to the gas pipe will be done by a certified welder. Paperwork will be handed over to the Physical Plant director to be delivered to department of natural resources.

All shutdowns will be approved by the VP and Physical Plant Director.

All equipment will be energy efficient and meet the Entergy solutions criteria for rebates.

## Definitions

(1) "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.

(2) "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

(3)(a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.

(b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.

(c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.

(4) "Contractor" means any person or other legal entity who enters into a public contract.

(5)(a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.

(b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.

(6) "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.

(7)(a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:

(i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,

(ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or

(iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.

(b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:

(i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.

(ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.

(8) "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.

(9) "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.

(10) "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

(11) "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

(12) "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

(13) "Responsive bidder" means the apparent low bidder who submits the proper information or documentation as required by the bidding documents within the ten-day period

(14) "Responsible bidder" means contractor or subcontractor who has an established business and who has demonstrated the capability to provide goods and services in accordance with the terms of the contract, plan, and specifications without excessive delays, extensions, cost overruns, or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which such contractor or subcontractor was found to be at fault. Responsible Bidder will have a negotiable net worth, or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the bid submitted by such bidder. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

(15) "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1

#### DEFINITIONS

1.1 The Bidding Documents include the following:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. Affidavit of Compliance with LA R.S. 38
- f. General Requirements
- g. Supplementary Conditions
- h. Technical Specifications
- i. Addenda issued during bid period must be acknowledged on returned bid form

1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

### ARTICLE 2

#### BIDDER'S REPRESENTATION

2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.

2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under LA R.S. 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.

2.4 Each bidder submitting a bid understands that GSU's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

### ARTICLE 3

#### BIDDING PROCEDURES

3.1 Each responsive bid package must be received by the University by the date and time stated in the Advertisement for Bid or Invitation to Bid in this Bid Packet, and include, at a minimum the following documents.

- a. Bid Form
- b. Bid Security or Bid Bond
- c. Acknowledgement of Addenda
- d. Base Bid
- e. Alternates Bid (if applicable)
- f. Signature of Bidder
- g. Name, Title, and Address of Bidder
- h. Name of Firm or Joint Venture
- i. Corporate Resolution or written evidence of the authority of the person signing the bid
- j. Louisiana's Contractor's License Number
- k. Unit Prices, where required, including a description for each unit



3.2 The following items must be provided by the apparent lowest bidder not later than ten (10) calendar days after bid opening, however, it is strongly encouraged that these items be returned with the bid packet. If the apparent lowest bidder was not in attendance at the bid opening, the University Purchasing Department will notify apparent lowest bidder by email, if provided. This will not be the notification of award. If Bidder has not heard from the University within three (3) days, the Bidder should contact the University Purchasing Department. In no instance will the ten (10) days be waived or altered.

- a. Notarized Contractor's Affidavit
- b. E-Verify Affidavit
- c. Past Criminal Convictions Affidavit
- d. Non-Solicitation and Unemployment Affidavit
- e. Insurance Certificate
- f. Resolution, if incorporated

3.3 Once the above items from 3.1 and 3.2 have been received by the University, the University will soon thereafter provide the Bidder with three (3) executed contract originals. The following items must then be promptly returned to the University:

- a. One (1) original, fully-executed contract
- b. Payment & Performance Bond
- c. Proof of filing with the Lincoln Parish Clerk of Court

3.4 Upon receipt of all of the items listed in section 3.1, 3.2 and 3.3 above, the University will issue the Purchase Order (PO) and Notice to Proceed.

3.5 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.

3.6 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to bid, or prior to any extension thereof issued to the bidders.

3.7 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the receipt of bids. However, written request (letter or email) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

3.8 Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic bid delivery is being utilized for this ITB.

All copies of each bid must be received by electronic copy to [PurchasingBids@gram.edu](mailto:PurchasingBids@gram.edu), on or before the date and time specified in the Advertisement for Bids: Bid # \_\_\_\_\_ Bid Submission – [Bidders' Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of \_\_\_\_" included at the end of each original Subject Line (e.g. ITB # \_\_\_\_\_ Bid Submission – [Bidders' Name] – Part 1 of 3).

**E-mail submissions are the only acceptable method of delivery.** Fax, mail, and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Grambling State University assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

**Deadline for electronic emailed bid submissions shall be on January 19, 2024, at 10:00 A.M., and read aloud via GSU Purchasing Teleconference: Number 1-917-900-1022, Conference ID: 5600581#**

3.9 Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to Grambling State University at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.

3.10 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.

3.11 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of Grambling State University.

3.12 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

3.13 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.

#### ARTICLE

#### 4

#### EXAMINATION OF BIDDING DOCUMENTS

4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

#### ARTICLE

#### 5

#### SUBSTITUTIONS

5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

#### MANUFACTURER'S NUMBERS OR TRADE NAMES:

5.2 Where a 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 of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. Grambling State University shall be sole judge as to whether or not the material is equal to that specified.

## ARTICLE

### 6

#### REJECTION OF BIDS

6.1 The Bidder acknowledges the right of the University to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the University to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

## ARTICLE

### 7

#### AWARDS

7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

7.2

#### PUBLICIZING AWARDS

7.3 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

#### RIGHT TO PROTEST

7.4 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

#### AUTHORITY TO RESOLVE PROTESTS:

7.5 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his/her designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

## ARTICLE 8

#### PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 50% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

## RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Lincoln Parish and provide the Purchasing Department with proof of filing.

## ARTICLE 9

### PAYMENT

- 9.1 Payment will be made by Grambling State University. The contractor will be required to provide a Clear Lien Certificate from the Lincoln Parish Clerk of Court, a process that may take an average 45 days for final payment.

## ARTICLE 10

### TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

## ARTICLE 11

### GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

### ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by Grambling State University.

## ARTICLE 12

### CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead, and will be processed in accordance with LA R.S. 38:2222.

SUPPLEMENTARY

CONDITIONS ARTICLE

1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.
- 1.2 A subcontractor who wishes to bid or perform commercial work where the total cost of the project including labor and materials for the following must be licensed:
- \$50,000 or more for major and specialty classifications
  - \$10,000 or more for electrical, mechanical, and plumbing
  - \$1 or more for hazardous

CONTRACTOR'S AFFIDAVIT

- 1.3 In accordance with the Louisiana R.S. 38:2190 -2220, if the Contract is awarded to the successful Bidder, the Bidder shall, at the time of the signing of the Contract, execute the Contractor's Affidavit included in the Contract Documents.

INTEREST

- 1.4 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND

COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Lincoln Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Lincoln Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

## LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.