

**PROPOSAL FOR FACSIMILE BID
FOR THE
UNIVERSITY OF NEW ORLEANS**

NEW ORLEANS, LOUISIANA

FAX # (504) 280-6297

PHONE # (504) 280-6172

PROPOSAL FOR: ANNUAL SPRINKLER INSPECTION

DUE DATE: 08.27.09 @ 2:00pm

FACSIMILE BID NUMBER: BTB2095

THIS BID IS FROM

FILE COPY

CONFIDENTIAL

TO BE PLACED IN SEALED ENVELOPE UPON RECEIPT

PURCHASING OFFICE

UNIVERSITY OF NEW ORLEANS

Telephone: (504)-280-6172

Facsimile Bid Number: BTB2095Closing Date: 08.27.09Bid Opening Time: 2:00 p.m.INVITATION, BID AND ACCEPTANCE

FILE COPY

INVITATION/INSTRUCTIONS

1. Facsimile bids, subject to the conditions stated herein and attached hereto, are hereby invited and will be received at this office until the above noted bid closing time and then publicly opened for furnishing the items and/or services as specified.
2. YOUR BID SHOULD BE MADE ON THE ATTACHED FORM(S) AND RETURNED WITH THIS "INVITATION" BY FAX TO THE UNIVERSITY OF NEW ORLEANS PURCHASING OFFICE AT (504) 280-6297.
3. Faxed alterations to bids will be considered provided they have been received in this office prior to bid closing time.
4. Any bid received after bid closing time will not be considered.
5. ALL PRICES ARE TO BE QUOTED COMPLETE AND FOB UNO, NEW ORLEANS, LA., unless otherwise stated in specifications by the University.
6. All prices must be firm unless otherwise stated by University.
7. Do not include State Sales Tax or Federal Excise Tax; same will be added if applicable.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from bid closing time.
9. If unable to bid, return only cover sheet marked, "No Bid" with signature in order to remain on bidder's list.
10. Telephone inquiries may be directed to Receptionist with above bid number.

Date _____

BID

PLEASE FILL IN ALL BLANK SPACES

In compliance with the above invitation to bid and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within _____ days from bid closing time to furnish any or all of the items (or sections) at the price set opposite each item (or section). TERMS _____ SHIPMENT WILL BE MADE FROM WITHIN _____ DAYS AFTER RECEIPT OF ORDER. DELIVERY MAY BE A CONSIDERATION IN THE AWARD, APPROXIMATE SHIPPING WEIGHT _____ SHIPMENT IS TO BE FOB UNO UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY.

Bidder _____ Address _____
Name of Firm Street or P.O. Box

By _____ City, State, Zip Code
Signature

Title _____ Phone Number () _____
Typed name Fax Number () _____

NOTE: out of state firms that may be awarded an order as a result of this bid agree to signing a certificate stating: "I hereby certify that I have paid to the state and its political subdivisions all taxes duly assessed by the state of Louisiana and its subdivisions, including Franchise Taxes, Privilege Taxes, Sales Taxes and all other taxes for which I am liable."

CONTRARY TERMS AND CONDITIONS, GOVERNING LAW: Submittal of any terms and conditions in addition to or contrary to those contained within this Invitation for Bid may cause your bid to be rejected. By signing this bid, the bidder agrees that any terms and conditions which may be included in their bid are nullified and agrees this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

AUTHORIZED SIGNATURE: In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University.

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

AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION CLAUSE: You are hereby notified that, during the performance of this contract, the successful bidder (contractor or vendor) must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, age, disability or veteran status. See, e.g., The Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran's Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended.

INFORMATION FOR BIDDERS AND GENERAL CONDITIONS - FACSIMILE BIDS

QUALITY: Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality is measured by accepted standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURERS' TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY. THE USE OF A BRAND NAME IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. ANY BIDDER PROPOSING EQUAL PRODUCTS SHOULD SUBMIT WITH BID COMPLETE SPECIFICATIONS AND ILLUSTRATED LITERATURE INCLUDING BROCHURES AND PICTURES DEPICTING PROPOSED EQUALS. IF POSSIBLE. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by University.

PROPOSAL: The proposal should be submitted on the forms furnished for that purpose or on exact copies thereof. In case of an error on extension, the unit price shall prevail.

DELIVERY OF BIDS: The bid should be faxed to the Purchasing Office, University of New Orleans, Purchasing Dept, Bienville Hall, Room 115, 2000 Lakeshore Dr, New Orleans, LA 70148 at (504) 280-6297, where it will be placed in a sealed envelope. The cover sheet should be marked "Proposal" with the name and number of bid, time and date of bid opening, the name and address of the bidder. The enclosed cover sheet may be used. The bid must be received in the Purchasing Office not later than the time and date as shown on Invitation, Bid and Acceptance. The University reserves the right to reject any or all bids and to waive informalities.

INTERPRETATION OF DOCUMENTS: If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the specifications, bidder may submit a written request for interpretation. Such request must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the documents. The University will not be responsible for any other explanation of the documents.

AWARD: Award will be made to the lowest, responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the Invitation for Bid.

LOUISIANA PREFERENCE: A preference will be given to materials, supplies and provisions produced, manufactured, assembled, grown or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University.

ACCEPTANCE OF PROPOSAL: Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

PAYMENT: Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of the invoice, whichever is later.

LEGISLATORS PROHIBITED: According to LSA-R.S. 42:113(D) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors shall have the option of auditing all accounts of the contractor which relate to this contract.

FACSIMILE BID NUMBER: BTB2095
BID OPENING DATE: 08.27.09
BID OPENING TIME: 2:00 P.M.

The University of New Orleans FACILITY SERVICES is requesting bids for the Annual Fire Pump performance test and annual sprinkler inspection for campus building as specified.

Please do not strike through or make changes to this document, as this could potentially disqualify the bid. If you feel that an item needs clarification or if you need to qualify your bid in any way, please send the requested clarification or qualification to Purchasing in writing by FAX 504-280-6297 or email to TROY BACINO (tabacino@uno.edu) by 08.24.09 @ 9:00am.

BID WILL BE AWARDED TO ONE VENDOR.

The Purchasing Office is the sole contact point regarding specifications contained in this bid.

UNO does not do credit card payments, prepay, or deposits. Payment terms are Net 30 days

Annual Sprinkler Inspection

Inspection includes:

1. Visual inspection of the main sprinkler riser to ensure that all valves, gauges, and related components are in proper working order
2. Operating and testing all control valves tamper switches on the sprinkler system
3. Operating the water motor gong, if equipped, and the 2" residual drain test
4. Visual inspection of all areas from floor to ensure proper sprinkler coverage
5. Flowing water from the inspector's test, utilizing the jockey pump, if applicable, to ensure the water flow switch activates all alarms
6. Provide a Report of Inspection and a listing of any recommendations and improvements.

<u>QTY</u>	<u>BUILDING</u>	<u>PRICE</u>
1	PONTCHARTRAIN HALL	\$ _____
1	LIBRARY	\$ _____
1	KIRSCHMAN HALL	\$ _____
1	GEOLOGY & PSYCHOLOGY	\$ _____
1	CHILDREN'S CENTER	\$ _____
1	WELLNESS CENTER	\$ _____
1	TRAC BUILDING	\$ _____
1	CHEMICAL SCIENCE	\$ _____
1	PERFORMANCE ARTS CENTER	\$ _____
1	BIENVILLE HALL	\$ _____
1	ENGINEERING	\$ _____

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Annual Fire Pump Test

Test & Visual inspection includes:

- 1. General Condition of the pump bearing and packing glands
- 2. Actual pressure drop start
- 3. Record suction, discharge and net pressures at different flows
- 4. Record voltage, amperage and RPM's at eac flow
- 5. Check proper operation of any relief valves
- 6. Perform the required Standpipe flow test
- 7. Provide a Performance Report
- 8. Provide a listing of any recommendations and improvements

<u>QTY</u>	<u>BUILDING</u>	<u>PRICE</u>
1	BIENVILLE HALL	\$ _____
1	WELLNESS CENTER	\$ _____
1	KIRSCHMAN HALL	\$ _____
1	LIBRARY	\$ _____
1	PONTCHARTRAIN HALL	\$ _____

**** CHAPTER 7 ****

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A. M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages in not included in the policy, if any:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.
- E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, CHAPTER 7 - Continued

discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

F. All policies and certificates of insurance of the other party shall reflect the following:

1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
2. The University of New Orleans shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 11 85).
3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the University of New Orleans.

K. Neither the acceptance of the completed work nor payment therefore shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.

L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is

required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

- M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the contractor/subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

FACSIMILE BID NUMBER: BTB2095
BID OPENING DATE: 08.27.09
BID OPENING TIME: 2:00 P.M.

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

- 1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? Yes _____ No_____
- 2. Is the bidder a spouse of a legislator? Yes _____ No_____
- 3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? Yes _____ No_____
- 4. If the bidder is a corporation, is it a publicly traded corporation? Yes _____ No_____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION WILL CAUSE ELIMINATION FROM PREFERENCE.
Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, 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 produced, manufactured, grown or assembled:

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?
YES _____ NO _____.