

# Southern University at New Orleans

## An Invitation to Bid

“LIBRARY FURNITURE”

**BID #3120**



**Solicitation/Proposal Number: 3120**

**Proposal Opening Date: July 27, 2016**

**Proposal Opening Time: 10:00 A.M.**

**Release Date: June 15, 2016**

## **ADVERTISE DATES**

June 15, 22, & 29, 2016

Post on LAPAC June 15, 2016

MANDATORY PRE-BID CONFERENCE JULY 6, 2016 @ 10:00AM

BUILDING: EMMITT BASHFUL BLDG. (ADMIN. BLDG.)

ADDRESS: 6400 PRESS DRIVE, NEW ORLEANS, LA 70126

DEADLINE TO SUBMIT INQUIRIES JULY 15, 2016 4:00 PM

DEADLINE TO RESPOND TO INQUIRIES JULY 20, 2016

DEADLINE TO SUBMIT BID JULY 27, 2016 @ 10:00 AM

SOUTHERN UNIVERSITY AT NEW ORLEANS  
PURCHASING DEPARTMENT  
6400 Press Drive  
New Orleans, LA 70126  
Emmitt Bashful Bldg. (Admin. Bldg.)  
3rd Floor Room #306

INVITATION TO BID (ITB):

Bids will be received at the above office until July 27, 2016 and at that time publicly opened and read. Bids received after above specified time and date will be returned unopened.

BID OF: \_\_\_\_\_  
(Company's Name)

ADDRESS: \_\_\_\_\_  
(Company's Address)

Bids shall be mailed to:  
Southern University  
Purchasing Department  
Post Office Box 9534  
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:  
Southern University at New Orleans  
Purchasing Department  
6400 Press Drive, New Orleans, LA 70126  
Emmitt Bashful Bldg.(Admin. Bldg.)

**Bidders are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by bidders' chosen means of bid delivery. Failure to meet bid opening date and time result in rejection of bids.**

*Contractor certifies that specifications have been carefully examined and/or plans and General Terms and Conditions of the bid documents, bid inquiries form, insurance requirements and have personally inspected the site; and that there is a clear understanding of said documents. Contractor is to provide necessary tools, machinery, apparatus and other means of construction and to furnish all labor and materials specified in the contract, or called for by specifications necessary to complete and finish in a thorough and workmanlike manner, the proposed.*

In accordance with R.S. 37:2150-2192 Commercial Contractors bid projects for the State of Louisiana, whose value is \$50,000 are required to own a Louisiana Contractor's License. The La. Contractor's License Number shall be placed on the outside of the bid envelope.

Bidder: \_\_\_\_\_  
Company's Name

Signature: \_\_\_\_\_  
Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594 (c)(4).

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

State License Number: \_\_\_\_\_

FEIN/TAX ID #: \_\_\_\_\_

Email Address: \_\_\_\_\_

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: SOUTHERN UNIVERSITY AND A&M COLLEGE  
6400 Press Drive  
New Orleans, LA 70126

BID FOR: PROPOSAL NUMBER 3120

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: Southern University Purchasing Department and dated: \_\_\_\_\_

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

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_ Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_ Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

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

**ALTERNATES (if applicable):** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 2 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 3 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

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

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

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

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

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

Completion Time: \_\_\_\_\_ consecutive calendar days, or within the time that may be extended as stipulated in the contract.

Liquidated Damages: \$ \_\_\_\_\_ per day

Bid Security:  Yes (shall be included with bid) Performance & Payment Bond  Yes. Successful bidder will be notified by letter to secure Performance & Payment Bond up to 100% of cost.

\* The Unit Price Form shall be used if 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.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

(check here) \_\_\_\_\_ Board Resolution included.

**BID SECURITY:** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

(check here) \_\_\_\_\_ Bid Security included. Bid security shall be a total of 5% for base bid and alternates.

**BID BOND**  
FOR  
**SOUTHERN UNIVERSITY AND A&M COLLEGE**

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as

Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of **five (5%) percent** of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

\_\_\_\_\_  
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT(SEAL)

## GENERAL TERMS & CONDITIONS

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened and read in the Conference Room-3rd Floor Emmitt Bashful Administration Building.

**Bids should be mailed to:**  
Southern University at New Orleans  
Purchasing Department  
6400 Press Drive  
New Orleans, LA 70126

**As an alternative, bids may be hand delivered to:**  
Southern University at New Orleans  
Purchasing Department  
3<sup>rd</sup> Floor Room #311  
Emmitt Bashful Administration Building  
New Orleans, LA 70126

Bids submitted are subject to provisions of but not limited to La.R.S.39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Bid. Southern University 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.

**COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT [WWW.LEGIS.STATE.LA.US](http://WWW.LEGIS.STATE.LA.US)**

### **INQUIRIES:**

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Marilyn Manuel, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: [mmanuel@sunu.edu](mailto:mmanuel@sunu.edu), fax: (504)284-5440 or by mail; to the attention of the Purchasing Department, 6400 Press Drive, New Orleans, Louisiana 70126, Attention: Marilyn Manuel. Please note that **all** inquiries sent via mail/fax/email should be sent by July 15, 2016 @ 4:00 p.m.

### **INSTRUCTIONS TO BIDDERS**

#### **1. Bid Forms**

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will **not** be accepted:  
Bid containing no signature indicating intent to be bound  
(1) Bid filled out in pencil  
(2) Bid not submitted on University standard forms  
Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered. 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. Envelope**

Bidders are requested to submit bid package in an envelope of your choice that is clearly marked identifying the company's name, complete address, bid number, time of bid opening, the scheduled opening date and license number if applicable.

#### **3. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers **will** be considered as offering the exact product(s) specified in the IFB.

#### **4. Descriptive Information**

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

#### **5. 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 the Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

#### **6. Prices**

Unless otherwise specified by the Purchasing Department in the IFB, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

#### **7. Payment Terms**

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

#### **8. Deliveries**

Bids may be rejected if the delivery time indicated is longer than that specified in the IFB.

**RETURN THIS PAGE WITH BID**

**9. Vendor Invoices**

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

**10. Tax Information/State of Louisiana**

Vendor is responsible for including all applicable taxes in the bid prices. Southern University 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 assessed 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. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

**11. New Products**

Unless specifically called for in the IFB, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

**12. Contract Renewals**

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

**13. Contract Cancellation**

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within 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) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

**14. AWARD AND EXECUTION OF CONTRACT:**

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

**15. Fiscal Funding Clause**

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

**16. Default of Contactor**

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state 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 contractor will be considered.

**17. 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 will govern.

**18. Applicable Law**

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

**19. Certification of No Suspension or Debarment (\$25,000 or more)**

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.epl.gov](http://www.epl.gov).

\_\_\_\_\_ Federal Funded                      XX Non-Federal Funded

**20. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is 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.

**21. 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.

**22. Bidder Inquiries**

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by **Marilyn Manuel, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, to the Purchasing Department, 6400 Press Drive, New Orleans, Louisiana 70126, Attention: Marilyn Manuel. Please note that **all** inquiries sent via mail/fax/email should be sent (7) calendar days prior to bid Opening unless otherwise specified.

**23. Fair Labor Standards Act**

Contractor shall be in compliance with the Fair Labor Standards Act 29 USC 201-6; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)

**24. Davis-Bacon Act (\$2,000 or more)**

Contractor shall be in compliance with the Davis-Bacon Act, 40 USC 276A-7; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)

\_\_\_\_\_ Federal Funded      XX Non-Federal Funded

**25. Small Business Entrepreneurship Programs**

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

**26. Public Work Projects (R.S. 38:2227)**

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

**27. Equal Opportunity Employer**

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

**28. Prosecution of Work:**

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

**29. Guarantee**

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

**30. Clean-Up**

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

**31. Examination of Site**

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

**32. Bonds**

The University Reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000.

**33. Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**34. Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**35. Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**36. Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

**37. Signature Authority**

L. R.S. 39:1594 (c)(4), requires the soliciting entity to require bidders to submit evidence of authority to submit the bid.

Louisiana Revised Statutes 39:1594(c)(4) provides as follows:

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of 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 commendams listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity 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 public entity.

(c) The corporation, partnership, or other legal 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. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

COMPANY \_\_\_\_\_

Signature authority L.A. R.S. 39:1594 (c)(4),

All bid specifications can be obtained by using the website [www.doa.la.gov/osp](http://www.doa.la.gov/osp) (click on LaPac).

**MANDATORY JOB SITE VISIT**

**SOUTHERN UNIVERSITY AT NEW ORLEANS  
NEW ORLEANS, LOUISIANA**

*Vendor must inspect job site, verify any measurements and/or supplies needed prior to submitting a bid price on this project. Each bidder shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. If vendor finds conditions that disagree with the physical layout as described in the bid, or any other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.*

**JOB SITE VISIT WILL FOLLOW THE MANDATORY PRE-BID CONFERENCE ON JULY 6, 2016 @ 10:00 A.M. EMMIT BASHFUL ADMINISTRATION BLDG. ROOM #306.**

*Vendor may contact: 504-286-5227 to schedule inspection prior to bid opening.*

*The signed statement certifies the vendor's name below has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.*

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

*Evidence of Authority to submit the bid shall be in accordance with R.S. 39:1594 (c)(4).*

DATE \_\_\_\_\_

**Note: Questions asked at Pre-Bid Conference shall be submitted in writing to the Director of Purchasing, Marilyn Manuel at [mmanuel@suno.edu](mailto:mmanuel@suno.edu) Responses will be posted on the LaPac website.**

**JOB SITE VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY EMPLOYEE:**

\_\_\_\_\_  
**SIGNATURE**

**Library Furniture**

Name of Project

**Bid # 3120**

Project No.

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

**ATTESTATIONS AFFIDAVIT**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

**L.A. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

## Definitions

- A. Addenda –written or graphic documents issued prior to the proposal due date which clarifies, corrects or changes any or all of the contents of the ITB.
- B. Agency –any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- C. Benchmarking –for the purposes of this ITB, is the practice of assessing the current operating environment of SUNO as a higher education institution in comparison to the performance of best-in-class peer institutions.
- D. Contractor –any person having a contract with a governmental body.
- E. Cost Savings –is a reduction in the projected/budgeted resources used for any activity or business process.
- F. Discussions –for the purposes of this ITB, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this ITB.
- G. Effectiveness –is an external measure of process output or quality.
- H. Efficiency –is generally thought of as an internal measure of process operations, although improving efficiency may benefit stakeholders as well as the organization.
- I. Firm(s) –collectively refers to a corporation, partnership or joint venture and/or other business organizations.
- J. ITB –Invitation to Bid
- K. May –the term “may” denotes an advisory or permissible action.
- L. Must –the term “must” denotes mandatory requirements.
- M. Procurement –is the purchasing, buying or otherwise obtaining of any professional, personal, consulting, social service or any combination of these services.
- N. Proposer(s) –is any prospective vendors or teams that will respond to this ITB.

- O. RFP –Request for Proposal.
- P. Scope of Services –is work to be performed under this ITB.
- Q. Services –are rendered by a contractor including its time and effort; the act of performing work or providing machinery or equipment to furnish or produce a specific end product or result.
- R. Shall/Will –the terms “shall” and “will” denote mandatory requirements.
- S. Should –the term “should” denotes a desirable action.
- T. State –the State of Louisiana.
- U. University –refers to Southern University at New Orleans.
- V. Vendor –for the purposes of this ITB, is any contractor or proposer willing to provide requested services.

## Schedule of Events

<u>Event</u>	<u>Date Time (CT)</u>
1. ITB mailed to prospective Proposers and posted to LaPAC (LA Procurement & Contract Network) <a href="http://www.doa.la.gov/osp/lapac">www.doa.la.gov/osp/lapac</a>	06/15/16
2. <b>Pre-Bid/Site Visit (Not Mandatory)</b> Southern University at New Orleans	07/06/16 10:00 A.M.
3. Deadline to receive written inquiries	07/15/16 5:00 P.M.
4. Deadline to answer written inquiries	07/20/16 4:00 P.M.
5. <b>Proposal Opening Date</b>	07/27/16 10:00 A.M.
6. Notice of Intent to be Award	08/02/16

**Note: The University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the ITB.**

## Proposal Submittal

This ITB is available in electronic form at the LaPAC website <http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the ITB Contracting Officer with the Office of State Purchasing.

**Addendums**

It is the Proposer’s responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southern University at New Orleans is not responsible for a Proposer’s failure to download any addenda documents required to complete an Invitation to Bid.

All addendums must be acknowledged in the space provided on the bid forms. Failure to do so may result in a non-responsive bid. Any bids received and found to be non-concurrent to all ITB requirements will be considered non-responsive.

All proposals shall be received by the Southern University Purchasing Department **no later than the date and time shown in the Schedule of Events.**

**Import – The proposer should clearly mark outside of envelope, box or package with the following information and format:**

- . **Proposal Name:** \_\_\_\_\_
- . **Solicitation/Proposal Number:** \_\_\_\_\_
- . **Proposal Opening Date:** \_\_\_\_\_

Proposals may be mailed through the U.S. Postal Service to:

Ms. Marilyn Manuel, Director  
Southern University at New Orleans  
Purchasing Department  
6400 Press Drive  
New Orleans, LA 70126

Proposals may be delivered by hand or courier service to:

Ms. Marilyn Manuel, Director  
Southern University at New Orleans  
Purchasing Department  
Emmitt Bashful Bldg. (Admin. Bldg.)  
3<sup>rd</sup> Floor Room #311  
New Orleans, LA 70126

**NOTE:** Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Southern University at New Orleans is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL BE READ ALOUD OR IF IT'S AN RFP, PRICES SHALL NOT BE READ ALOUD.**

**Number of response copies**

Each proposer must submit the **entire** bid package

**Site Visit: Not Mandatory**

A non-mandatory site visit is being held at Southern University at New Orleans Campus. Prospective Proposers may participate in the site visit to obtain clarification of the requirements of the ITB.

Although impromptu questions will be permitted and spontaneous answers will be provided during the visit, the only official answer or position of the University will be stated in writing in response to written questions. **Written inquiries shall be submitted to Marilyn Manuel, Director of Purchasing at Southern University at New Orleans Campus.**

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## ADVERTISEMENT FOR BIDS

Sealed bids will be received by Southern University at New Orleans in the Purchasing Office, Emmitt Bashful Building, Room #306 until the time and date(s) indicated in the following:

**Library Furniture  
Emmitt Bashful Building - Room #306 Conference Room  
10:00 A.M., July 27, 2016**

**NON-MANDATORY PRE-BID CONFERENCE – 10:00 A.M., Wednesday, July 6, 2016 –Room 306 Conference Room, Emmitt Bashful Building**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHOULD NOTIFY THE PURCHASING OFFICE OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

Bids may be withdrawn by written, telegraphic or fax notice received at the address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned **unopened**. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (a)(1)(c) and /or R.S. 39:1594 (c)(2)(d).

All bids must be accomplished by bid bond equal to five (5%) of the total bid amount. A bid bond, cashier's check or certified check is acceptable made payable to Southern University at New Orleans. Bid bonds 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, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds of up to ten percent of policyholders' surplus as shown in the A. M. Best's key rating guide.

**The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to 100% of the contract amount from 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, or by a Louisiana domiciled insurance company with a least an A-rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds of up to ten percent of policyholders' surplus as shown in the A. M. Best's key rating guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.**

Bid proposal forms information and specifications may be obtained from the Purchasing Office, Room #311, Southern University at New Orleans, 6400 Press Drive, New Orleans, LA 70126.

Southern University at New Orleans is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at the website.

All bid specifications can be obtained by using website [www.doa.la.gov/osp](http://www.doa.la.gov/osp) (click on LaPac).

The University reserves the right to reject any and all bids and to waive and informalities incidental thereto. Bids will be accepted only from Contractors who are licensed under Louisiana R.S. 39:2150-2173 for the classification of **BUILDING CONSTRUCTION**.



**Bidder Inquiries:**

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. **Only those transactions which are in writing, signed by the Purchasing Office will be considered as valid.** Likewise, the University will only consider communication from bidder, signed and in writing, to the attention of the **Purchasing Office, 6400 Press Drive, New Orleans, Louisiana 70126, Attention: Marilyn Manuel.** Please note that **all inquiries sent via mail/fax/email should be sent seven (7) calendar days prior to bid opening.**

**Scope of Work:**

Furnish all necessary labor, materials, tools and equipment to provide the required **Library Furniture Project for the Southern University at New Orleans Campus, as per bid specifications.**

**Prosecution of Work:**

The work is to be done ninety (90) consecutive days. The contractor shall, therefore, plan and installation in specification so as not to interfere with normal operations of the building and shall exert effort to expedite completion of the work once is has started.

It is intended that the work shall be done during normal working hours, however, should overtime work be required (Saturday, Sunday and/or night working hours), the cost must be borne by the Contractor at no extra compensation from the Owner (Southern University at New Orleans).

**Guarantee**

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University at New Orleans) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

**Clean-Up**

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

**Examination of Site**

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract by contacting Mrs. Shatiqua Wilson at (504) 286-5227. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

**Note to Vendors:**

**All bids must be accompanied by a bid bond equal to five percent (5%) of the base bid and all additive alternates and must be in the form of a Certified Check, Official Check or Bid Bond written by a company licensed to do business in Louisiana.**

**THE UNIVERSITY RESERVES THE RIGHT TO REQUIRE A PERFORMANCE AND PAYMENT BOND ON ANY AWARD MORE THAN \$25,000.**

**BID FORM**

**BID No. 3120**

**INVITATION TO BID FOR:**  
Library Furniture

**SOUTHERN UNIVERSITY AT NEW ORLEANS  
NEW ORLEANS, LOUISIANA 70126**

**PURCHASING OFFICE  
Southern University at New Orleans  
6400 Press Drive  
New Orleans, LA 70126**

**Gentlemen/Madam:**

I/We hereby declare that I/We have carefully examined the specifications and/or plan and general conditions of the Contract documents and having personally inspected the site; and that I/We have a clear understanding of the said documents. I/We hereby propose to provide the necessary tools, machinery, apparatus, and other means of construction, and to furnish all labor and materials specified in the Contract, or called for by the specifications necessary to complete and finish in a thoroughly workmanlike manner, **the proposed:**  
Library Furniture Project

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**10:00 A.M. – July 27, 2016**

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We acknowledge receipt of the following numbered addenda: No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

**BID BOND:** Attached is the sum of **(5% of the total base bid):**  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_

,which will become the property of the Owner (Southern University at New Orleans) in the event the awardee fails to furnish required insurance certificate and a performance and payment bond **(if required)** within the time set forth. The **Bid /Bond** will serve as liquidated damages for the delay and additional work caused thereby.

**BASE BID:** I/We agree to perform all work described in the specification under base bid heading for the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

Initial \_\_\_\_\_ 12

**COMPLETION TIME**

The Bidder agrees to commence work under this contract on a date specified in a written "Notice to Proceed and/or Purchase Order" by the Owner to fully complete the project within Twelve Weeks, Ninety (90) Consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Contract Documents.

**LIQUIDATED DAMAGES:** The Bidder hereby also agrees to pay as liquidated damages the sum of One Hundred----- DOLLARS (\$100.00) for each consecutive calendar day which the work not complete beginning with the first day beyond the completion time stated above.

**AWARD AND EXECUTION OF CONTRACT:** The owner shall incur no obligation to the Contractor until the contract between the owner and contractor is duly executed. If the bidder is notified of the acceptance of the bid within thirty (30) days of the opening of the bids, he agrees to execute and deliver the owner the "Contract between owner and contractor, **Performance and Payment Bond and Certificate of Insurance**: a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the owner that instrument is ready for signature.

If the bidder fails to complete **all requirements** for executing the "Contract between Owner and Contractor, performance and Payment Bond and Certificate of Insurance" within then (10) working days after notification, the owner may reject the Bid, retain the Bid Bond, call in the surety for payment, and award the contract to the next lowest responsive bidder.

**LICENSE CERTIFICATION:** The Bidder certified that he meets all licensing requirement of this State and is duly and currently licensed under R.S. 37:2150-2173 of the State of Louisiana, and this Louisiana Contractor License Number is \_\_\_\_\_ for any bid submitted in the amount of Fifty Thousand dollars (\$50,000.00) and show contractor's license number on bid envelope.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(C) and/or R.S. 39:1594 (C)(2)(D).

**COMPANY** \_\_\_\_\_

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone/Fax Number(s)** \_\_\_\_\_

**State License Number (If applicable)** \_\_\_\_\_

**JOB SITE VISIT**

**SOUTHERN UNIVERSITY AT NEW ORLEANS  
NEW ORLEANS, LOUISIANA**

*Vendor should inspect the job site prior to submitting a bid price on this project. If vendor finds conditions that disagree with the specifications as described in this proposal, or other features of the specifications that appear to be in error, same shall be note **three (3) working days prior to bid opening.***

*Vendor may contact: **Mrs. Shatiqua Wilson at (504) 286-5227** to schedule inspection prior to bid opening.*

*The signed statement certifies the vendor's name below has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.*

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

*Evidence of Authority to submit the bid shall be in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d)*

DATE \_\_\_\_\_

JOB SITE VERIFIED BY: \_\_\_\_\_

**BID No. 3120**

## INSURANCE AND INDEMNIFICATION

Before commencing work, (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 Southern University, as may be required by the Southern University. The policies or certificates thereof, shall provide that thirty (30) days prior to cancellation notices of same shall be given to Southern University Purchasing Department by return receipt requested, for all of the following stated insurance policies. All notices shall name the other party 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 may be 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 include the following coverage's:

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.

Southern University at New Orleans shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverage. Insurance must be from a company with an A.M. Best's rating for no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

SPECIAL CONDITIONS  
BIDDER'S CERTIFICATION OF EEOC AND ADA COMPLIANCE

Southern University at New Orleans of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees.

Any person who is a "Qualified Individual with a Disability" as defined by 42 USC12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven(7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

**R.S. 39:1594 (Act 121)**

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212 (A)(1)(C) and/or R.S. 39:1594 (C)(2)(D).

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

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

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

## SPECIAL CONDITIONS

### Tax Information/State of Louisiana

In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

### BID BOND

A bid bond, official/cashier's check, or certified check, in the amount of 5% of the total bid, unless another amount is specified, made payable to Southern University at New Orleans, **must** accompany each bid.

If a bid bond is used, it 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, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to five percent (5%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

### PERFORMANCE AND/OR PAYMENT BOND

The successful vendor will be notified by letter to secure a Performance and/or Payment Bond equal to the contract sum, **(100%)** from 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, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

In addition, any performance and/or payment furnished shall be written by a surety or insurance company that is currently licensed to do business in the **State of Louisiana**.

The Performance and Payment Bond must be received within twelve (12) days from the date of notification.

If the Performance and Payment Bond is not received within this period of time, Southern University at New Orleans reserves the right to award to the next acceptable low bidder, or to reject all bids and re-advertise, whichever is in the best interest of Southern University at New Orleans and the State of Louisiana.

## GENERAL TERMS & CONDITIONS

**BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES. THESE PAGES SHOULD BE RETURNED WITH BID, (CONFIRMATION THAT YOU ARE COMPLYING WITH ALL REQUIREMENTS STATED ON SHEETS).**

### SOUTHERN UNIVERSITY AT NEW ORLEANS

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened and read in the Conference Room-3rd floor of the Emmitt Bashful Building/Administration Building Room #306, 6400 Press Drive, New Orleans LA 70126.

**Bids shall be mailed to:**  
Southern University at New Orleans  
Purchasing Department  
6400 Press Drive  
New Orleans, LA 70126

**As an alternative, bids may be hand delivered to:**  
Southern University at New Orleans  
Purchasing Department  
Emmitt Bashful Building Room #311  
6400 Press Drive  
New Orleans, LA 70126

Bids submitted are subject to provisions of La. R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Condition; and Specifications listed in this Invitation for Bid.

### INSTRUCTIONS TO BIDDERS

#### 1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed. Bid 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
3. Bid not submitted on University 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. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

#### 2. Special Envelopes

To assure consideration, all bids should be submitted in the special envelope if furnished for that purpose, or an envelope of your choice that is clearly marked identifying the **company's name, complete address, bid number, time of bid opening and the scheduled opening date.**

#### 3. Standard of Quality

Any product or service bids shall conform to all applicable Federal, State and Local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level, performance and characteristic required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

#### 4. Descriptive Information

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

#### 5. 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 the Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

## GENERAL TERMS & CONDITIONS

Southern University at New Orleans reserves the right to award items separately, grouped or on all or none basis and to reject any or all bids and waive any information.

### 6. Prices

Unless otherwise specified by the Purchasing Department in the IFB, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

### 7. Payment Terms

Payment is to be made within 30 days after receipt of properly executed invoice or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

### 8. Deliveries

Bids may be rejected if the delivery time indicated is longer than that specified in the IFB.

### 9. Vendor Invoices

Invoices shall reference the Southern University 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 and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted.

### 10. Taxes

Vendor is responsible for including all applicable taxes in the bid prices. Southern University 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 assessed 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. New Products

Unless specifically called for in the IFB, all products for purchases must be new, (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

### 12. Contract Renewals

Upon agreement of Southern University at New Orleans and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty-six (36) months.

### 13. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (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 contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

### 14. Fiscal Funding Clause

In accordance with LA R.S. 39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action.

E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature.

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

## GENERAL TERMS & CONDITIONS

### 15. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state has determined the contractor to be in default, the state 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 contractor will be considered.

### 16. Order of Priority

In the event there is a conflict between the Instructions to Bidder or General Conditions and the Special Conditions, the Special Condition shall govern.

### 17. Applicable Law

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

### 18. Equal Opportunity

By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

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

Federal Funded

Non-Federal Funded

### 20. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is 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.

### 21. 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 fee 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.

### 22. Bidder Inquiries

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. **Only those transactions which are in writing, signed by the Purchasing Office will be considered as valid.** Likewise, the University will only consider communication from bidder, signed and in writing, to the attention of the Purchasing Office, 6400 Press Drive, New Orleans, Louisiana 70126, Attention: Marilyn Manuel. Please note that all inquiries sent via mail/fax/email should be sent seven (7) calendar days prior to bid opening.

### 23. Fair Labor Standards Act

Contractor shall be in compliance with the Fair Labor Standards Act 29 USC 201-6; Established minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)**

### 24. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the Davis-Bacon Act, 40 USC 276A-7; Ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.**

United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)

Federal Funded

Non-Federal Funded

25. Small Business Entrepreneurship Programs

The Southern University at New Orleans is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website [http: www.ledsmallbiz.com](http://www.ledsmallbiz.com). Potential participants may also register at this website.

All bid specifications can be obtained by using the website [www.doa.la.gov/osp](http://www.doa.la.gov/osp) (click on LaPac).

Company \_\_\_\_\_

By (name printed) \_\_\_\_\_

Address \_\_\_\_\_  
Street/Box Number City/State/Zip Code

Telephone Number ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_

**NOTE: By accepting a purchase order resulting from this Invitation to Bid, non-resident firms certify that they have paid all taxes dully assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privilege taxes, sales taxes and all other taxes for which they are liable to the state and its political subdivisions.**

**EXHIBIT "A"**  
**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agrees to protect, defend, indemnify, save,  
(Contractor/Subcontractor/Lessee/Suppliers)

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses 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 any act or omission of \_\_\_\_\_, its agents, servants, and employees, or any and (Contractor/Subcontractor/Lessee/Supplier)

all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ as a result of any claims,  
(Contractor/Subcontractor/Lessee/Supplies)

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to,  
(Contractor/Subcontractor/Lessee/Supplies)

provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

Contract No \_\_\_\_\_ for Southern University at New Orleans

PURPOSE OF CONTRACT: \_\_\_\_\_

\_\_\_\_\_

## Scope of Services

Southern University at New Orleans (SUNO) is requesting for Library Furnitre Project

<u>Description</u>	<u>Qty.</u>
Transaction dual side tabled, starter, 48Wx60 MN TA4860SN2	4
Transaction dual sided adder, 48x60 MLN TA4860AN2	6
Transaction power and data module, 2 outlets each MLN PM22	23
Transaction table, single sided, 48W MLN TA4830SN2	1
Transaction, adder, 48W MLN TA4830N2	2
Transaction, frosted acrylic screen, 42Wx1/4Dx11 ½ H MLN TAAP60D	10
Transaction, screen, frosted acrylic, 60Wx1/4Dx7 ½-11 1/2H MLN TAAP60D	10
Transaction, frosted acrylic screen, 30Wx1/4Dx11 ½ MLN TAAP30D	3
Table 36" round, bistro height SAF 2482	5
Chair, sassy bistro height, black back, upholstered SAF 418UCHWABLO1XXX	23
Chair, sassy bistro height, black back, upholstered, SAF 4187UCHWABLO1DL07	40
Chair, lounge w/tablet, black leather, mobile MLN VOOMTBL	4
End table, black, 20Wx20D SAF 5090SL	2
Table, children's, flower shaped, 60" FSH XUA60FLROAKTAGG	4
9000 Series classroom chairs, 14" seat height, blueberry/chrome 4/carton	8
Bench, child sized surved HPF 5834	3
Child size connecting SAF 5883 table	2
Chair, runtz ball, licorice SAF 4755BL	3
Chair, runtz ball sour apple	3
Chair, runtz ball, bubble gum SAF 4755BL	3
Training table, rumba, nesting, 60x24 SAF2042XXBLXX	6
Power module, black clamp on, three electrical plugs with two data plugs	5
Chair, nesting, niche, upholstered seat and back, armless 439OUUALXXO1XXXX	36
Chair, cava urth, high back manager SAF 704501XXX	1
Loveseat, black leather, steel frame flash ZBLACEY8312LSBKGG	1
Guest chair, Sy, black leather with chrome legs SAF 3463SLGUBL	1
End table, glass top w/steel base HPF 5923MET	1
Coffee table, glass top w/steel base HPF 5920MET	1
Table, 72x36, sitting height SAF 2516	1
Table, 36" square bistro height, x-base SAF 2483	1
Chair, diaz, upholstered seat and back SAF 4196UBSLO1XXXGL	6
Bistro chair, diaz, upholstered seat and back, SAF 4197UBSLO1XXXGL	4
Table, library, oak, 72x48 IWD 48720FB4	8
Chair, wood, natural, silver frame, straight legs w/glides, SAF 4022WGSQWBNAWANASL	64
Chair, lounge w/tablet, black leather, mobile MLN VOOMTBL	10
Club chair, 30Wx31Dx34H HPF 5801	5
Loveseat w/arms, 53Wx31Dx34H J{F5802	1
Sofa w/arms, 73.5Wx31Dx34H	1

Chair, harmony lounge, 35.75Wx37Dx35H HPF826	1
Coffee table w/laminate top and metal base HPF 5920	2
Loveseat, armless HPF 5805	2
End table, black, 20Wx20D SAF 5090SL	4
Bench, eve, 3 seat, 67W SAF 5833	1
Sofa, armless, 67W HPF 5806	1
Chair, armless HPF5804	4
Armless sofa, eve, 2/3 back left HPR 5844	2
Armless sofa, eve, 2/3 back right HPF 5843	2
Table, library, oak, 72x48 IWD 48720FB4	5
Chair, wood, natural, silver frames, straight legs w/glides SAF 4022WGSQWBNAWANASL	40
Loveseat, black leather, steel frame flash ZBLACEY8312LSBKGG	2
Guest chair, Sy, black leather w/chrome legs SAF 346SLGUBL	2
Coffee table, glass top w/steel base HPF5920MET	2
Chair, diaz, upholstered seat and back SAF 4196UBSLO1XXXGL	12
Bistro chair, diaz, upholstered seat and back SAF 4197UBSLO1XXXGL	12
Table, round, 72" wood, veneer	10
Table, 72x30, wood veneer, espresso	2

### **General Notes**

1. All workmanship shall be done in a professional manner.

All debris shall be disposed of in a proper manner away from campus. Debris shall not accumulate at construction area in large quantities before being disposed of.

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

**Print or type** See Specific Instructions on page 2.

Name (as shown on your income tax return) \_\_\_\_\_

Business name, if different from above \_\_\_\_\_

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ \_\_\_\_\_  Exempt from backup withholding

Address (number, street, and apt. or suite no.) \_\_\_\_\_

City, state, and ZIP code \_\_\_\_\_

List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## INSTRUCTIONS TO BIDDERS

1. The entire bid package, which includes the instructions and bid forms are the **ONLY** acceptable document considered responsive to the Invitation to Bid. Return the **entire** bid package in a SEALED envelope with the OFFICAL NOTICE FORMAL BID ENVELOPE attached to the front.
2. Any bids received after bid closing date and time, shall be returned unopened as non-responsive to the bidder.
3. The University cannot accept bids by telephone, e-mail, fax or telegraphic services. Alterations may be made to bids **RECEIVED IN THIS OFFICE, PRIOR TO THE BID OPENING DATE.**
4. All addenda must be acknowledged in the space provided on the bid forms. Failure to do so may result in a non-responsive bid.
5. Any bid received and found to be non-concurrent to all ITB requirements will be considered non-responsive.
6. **All pages in the bid documents must be initialed** and returned by the perspective bidder.