

Southern University at New Orleans

An Invitation to Bid

“PEST AND RODENT CONTROL”

RE-BID #3121



Solicitation/Proposal Number: 3121

Proposal Opening Date: November 1, 2016

Proposal Opening Time: 10:00 A.M.

Release Date: September 30, 2016

Initial 1

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) www.doa.la.gov/osp/lapac	Sept. 30, 2016
2. Site Visit (Mandatory)	10:00 A.M.
Location: Southern University at New Orleans	
3. Deadline to receive written inquiries	Oct. 24, 2016 5:00 P.M.
4. Deadline to answer written inquiries	Oct. 26, 2016 5:00 P.M.
5. Proposal Opening Date	Nov. 1, 2016 10:00 A.M.
6. Oral discussions with proposer, if applicable	10:00 A.M.
7. Notice of Intent to be Award	Nov. 7, 2016

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://wwwprdl.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.)
3rd 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 ITS AN RFP, PRICES SHALL NOT BE READ ALOUD.

Number of response copies

Each proposer shall submit the entire bid package one (1) signed original response.

A 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.**

ADVERTISE DATES (BID #3121)

SEPTEMBER 30, OCTOBER 7, and OCTOBER 14, 2016

Post on LAPAC SEPTEMBER 30, 2016

MANDATORY PRE-BID CONFERENCE, OCTOBER 18, 2016 @ 10:00AM

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

ADDRESS: 6400 PRESS DRIVE, NEW ORLEANS, LA 70126

DEADLINE TO SUBMIT INQUIRIES OCTOBER 24, 2016 4:00 PM

DEADLINE TO RESPOND TO INQUIRIES OCTOBER 26, 2016

DEADLINE TO SUBMIT BID NOVEMBER 1, 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 **November 1, 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 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
6400 Press Drive
New Orleans, LA 70126 (Admin. Bldg. Rm. 311)

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.

Contactors certify 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 AT NEW ORLEANS
6400 Press Drive
New Orleans, LA 70126

BID FOR: PROPOSAL NUMBER 3121

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: _____

Bid Security: Yes (shall be included with bid) Performance & Payment Bond Yes. Successful bidder will be notified by letter to secure Performance & Payment Bond 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 AT NEW ORLEANS

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 than 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
3rd Floor Room #311
Emmitt Bashful Administration Building
New Orleans, LA 70126

Bids submitted are subject to provisions of but not limited to L.A.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

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@suno.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 October 24, 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.

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.

_____ 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 or 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

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

_____ 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. 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.

31. **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. **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 39:1594c)(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 LA. R.S. 39:1594 (c)(4),

All bid specifications can be obtained by using the website 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 OCTOBER 18, 2016 @ 10:00 A.M. EMMIT BASHFUL ADMINISTRATION BLDG. ROOM #306.

Vendor may contact: 504-286-5292 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 Responses will be posted on the LaPac website.

JOB SITE VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY EMPLOYEE:

SIGNATURE

BID# _____

Pest and Rodent Control

Name of Project

Bid # 3121

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)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(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)

LA. 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.

SPECIFICATION

See Attached



Southern University at New Orleans

Invitation to Bid

Yearly Service Contract

Pest and Rodant Control

Purchasing Department
Emmitt Bashful Administration Building
6400 Press Drive
Room 311
New Orleans, LA 70126
Phone Number: (504)-286-5403
Facsimilie Number: (504)-286-5440

April 25, 2016

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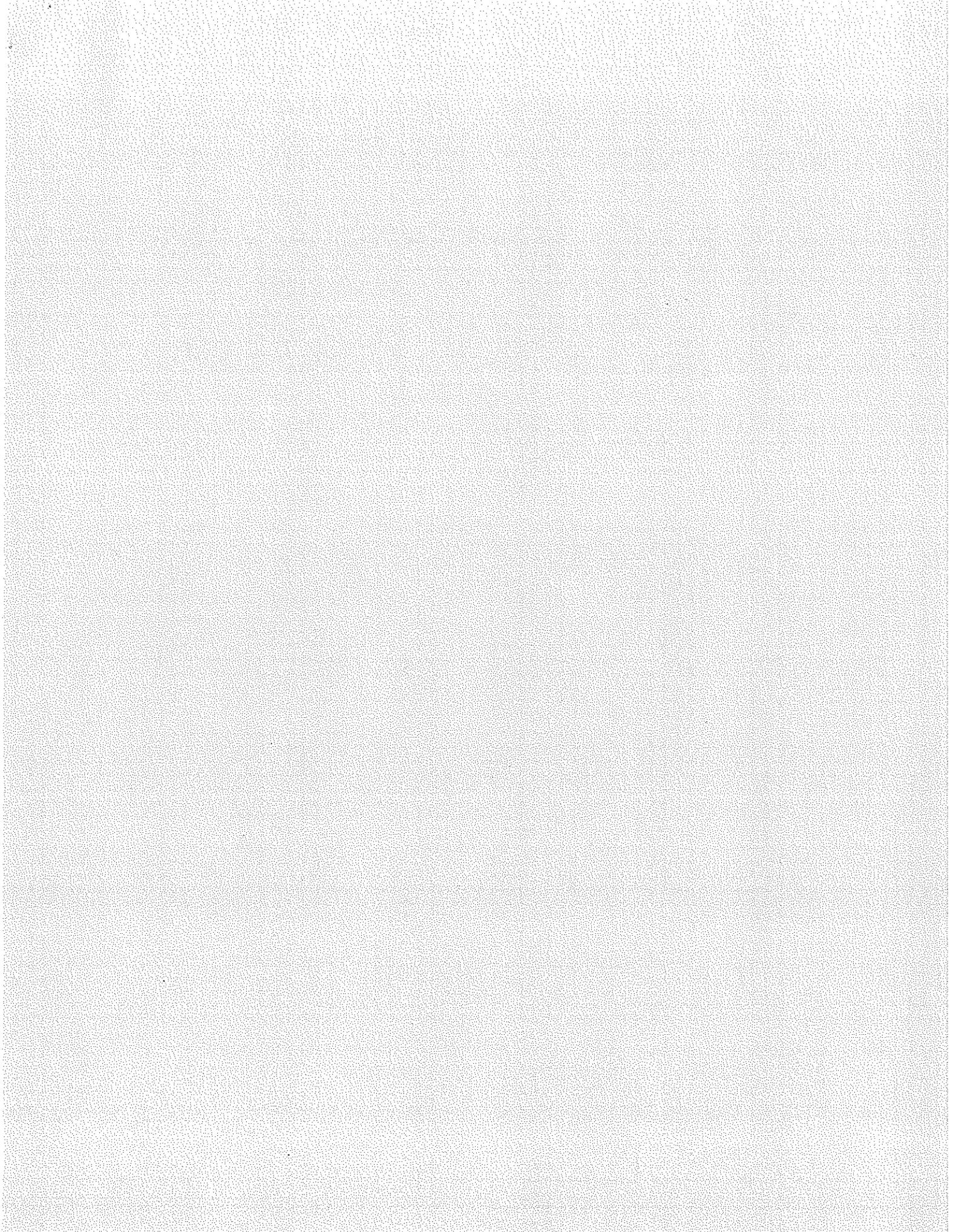
FORMS

Bid Form

3

TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
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INSTRUCTIONS TO BIDDERS

ARTICLE 1

YEARLY SERVICE CONTRACT TITLE AND BID OPENING DATE & TIME

1.1 Yearly Service Contract Title:

PEST and RODENT CONTROL SERVICES

Three Years with two individual option years.

Bid Opening Date & Time: To Be Announced by the Purchasing Office.

Location of Bid Opening:

Southern University at New Orleans
Emmitt Bashful Administration Building
Room 306
6400 Press Drive
New Orleans, LA 70126

ARTICLE 2

BIDDER'S REPRESENTATION

2.1 Each Bidder by making his bid represents that:

- 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
- 2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

The Bidder is advised to carefully consider all University physical features, activities, occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to University premises.

Such examinations may be made only in the offices of the

ITB

University Facility Services as part of the Mandatory Pre-Bid Conference.

- 2.1.3 This bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 2.1.4 This bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 3

BIDDING DOCUMENTS

3.1 Copies

- 3.1.1 Complete Bidding Documents may be obtained from the Southern University at New Orleans Purchasing Office.

The Bidding Documents consist of the Instructions to Bidders, the Bid Form, The Technical Specifications, the Drawings (if any) and all Addenda issued prior to bid opening.

These INSTRUCTIONS TO BIDDERS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL SPECIFICATIONS with the same force as though repeated in full under each heading.

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the University nor the Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The University and/or its Consultant in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Inquiries and Interpretation or Correction of Bidding Documents

- 3.2.1 All inquires regarding these specifications shall be asked at the Pre-Bid conference or sent to the University Representative with a copy to the Purchasing

ITB

Representative, each as identified on the Title Page of this Specification. Inquiries must be received at least seven (7) days prior to bid opening..

3.2.2 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.3 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda shall be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.

The Bidder shall acknowledge all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda will render the proposal informal and cause its rejection.

3.3 Substitutions

3.3.1 Any materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Contractor and has been received by the University Representative prior to beginning work.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

3.3.3 If the University approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

3.4 Addenda

3.4.1 Addenda will be mailed or delivered or faxed to all Contractors in attendance at the mandatory Pre-Bid Conference or to all bidders if no mandatory Pre-Bid Conference is scheduled.

3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda shall not be issued within a period of three (3) working days prior to the time set for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the three (3) working day period prior to the time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of readvertising.

3.4.4 Each Bidder shall ascertain from the Southern University at New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4

BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the forms provided by the University.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

4.1.5 Bidder should make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

ITB

- 4.1.6 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.

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 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.

4.2 Submission of Bids

- 4.2.1 Bids shall be sealed in the envelope furnished with Bidding Documents and will be received until the time specified and at the place specified in these Bidding Documents. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Southern University at New Orleans Purchasing Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of the project, and the address of the Bidder.
- 4.2.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in these Bidding Documents, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned Unopened.
- 4.2.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.2.4 Oral, telephonic, telegraphic, or faxed bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

4.3 Modification or Withdrawal of Bid

- 4.3.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594,F. which states, "Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations."
- 4.3.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the Southern University at New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.
- 4.3.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

- 5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation will be made available to Bidders.

5.2 Rejection of Bids

- 5.2.1 The University shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.

5.3 Acceptance of Bid

- 5.3.1 The Bid will be awarded on the basis of the lowest total cost determined when the unit prices in the bid form are applied to a model developed by the University.

ARTICLE 6

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

6.1 Form to be used

- 6.1.1 Form of the Contract to be used shall be furnished by the Southern University at New Orleans Purchasing Office, in the form of a duly executed Purchase Order.

6.2 Discriminatory Practices

- 6.2.1 Discriminatory Practices: Both the University and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

6.3 Payments

- 6.3.1 Contractor will be paid monthly after each job is satisfactorily completed and upon recommendation of the University Representative.
- 6.3.2 Payment for services shall be made to the Contractor once a month after receipt by the University of an Invoice (or invoices) by which the Bidder certifies, and the University agrees, that all the invoiced work was performed in accordance with the specifications.

6.4 Time

- 6.4.1 Contract Time: Three (3) calendar year with the option to renew for two (2) twelve (12) month periods if mutually agreeable. Any partial months to be pro-rated.

6.5 Cancellation

- 6.5.1 The University reserves the right to cancel this contract at any time subject to a thirty (30) day notice.
- 6.5.2 Termination shall not effect contractor's right to be paid for acceptable work performed prior to termination pursuant to this agreement. As a result of cancellation vendor shall not be entitled to any lost profit, overhead expenses, damages, penalties or fees whatsoever.
- 6.6 Subcontractors
- 6.6.1 All subcontractors must be identified and approved in writing in advance by the University. Contractor shall promptly pay all laborers, material, subcontractors and suppliers for work performed pursuant to this contract.

ARTICLE 7

PRE-BID CONFERENCE

- 7.1 A Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the Mandatory Pre-Bid Conference. The Pre-Bid Conference shall also provide opportunity for a review of the Bidding Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.
- 7.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

ARTICLE 8

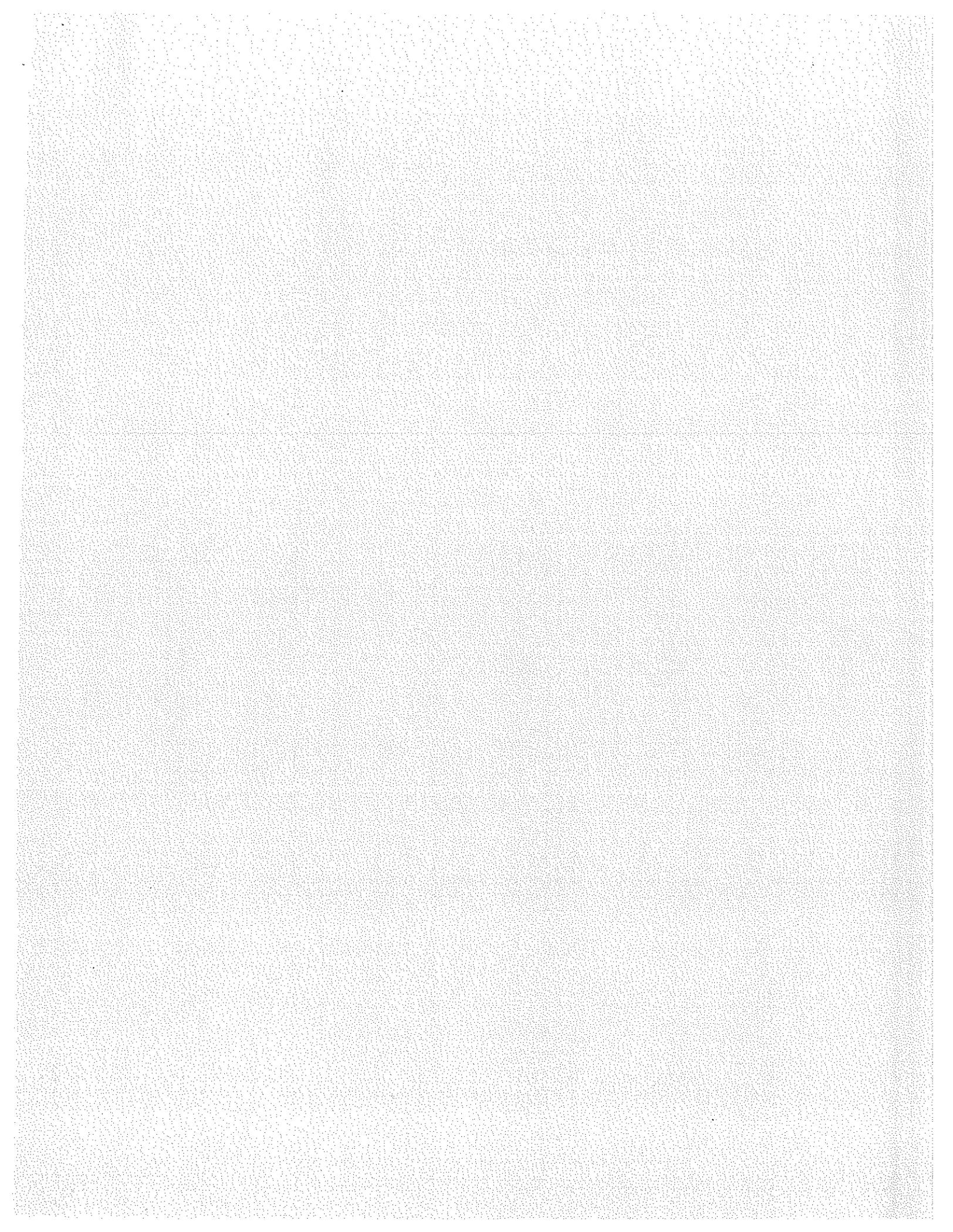
QUALIFICATIONS

- 8.1 Vendors/Contractors Bidding this contract shall have at least Five (5) year experience as a Pest Control Operator in the field of Pest Control and shall be required to perform the work set forth in the specifications. Each vendor shall present documentation verifying their experience in proof of licensure and/or certification of training.

ARTICLE 9

INSURANCE

- 9.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- 9.2 Insurance requirements are set forth in "Exhibit A" of these documents.



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 better and shall provide evidence of such insurance to Southern University at New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the Southern University at 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 of workers compensation coverage only.)

- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is 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 \$1,000,000.00 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.

INSURANCE AND INDEMNIFICATION

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 Southern University at New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to Southern University at New Orleans, the other party shall obtain a new policy, submit the same to the Southern University at 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 Southern University at New Orleans may be forthwith declared suspended, 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 Southern University at 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. Southern University at 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 Southern University at 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 Southern University at New Orleans, its officers, agents, servants and employees, including

INSURANCE AND INDEMNIFICATION

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 of 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 negligence of Southern University at 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 Southern University at 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 Southern University at New Orleans.
- K. Neither the acceptance of the completed work nor payment therefor 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 of 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 Southern University at New Orleans, Southern University at New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Worker's Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

INSURANCE AND INDEMNIFICATION

Exception: Employers liability limit is to be \$1,000,000

When work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by Southern University at New Orleans. At the option of Southern University at New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Southern University at New Orleans, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. Southern University at New Orleans, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to Southern University at New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Southern University at New Orleans, its officers, officials, employees, Boards and Commissions or volunteers.
 - c. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

INSURANCE AND INDEMNIFICATION

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Southern University at New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for Southern University at New Orleans.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Southern University at New Orleans.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VI. This requirement will be waived for worker' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish Southern University at New Orleans with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Southern University at New Orleans before work commences. The Southern University at New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

*** INSURANCE AND INDEMNIFICATION ***

* * EXHIBIT A * *

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save and hold harmless {Contractor/Subcontractor/Lessee/Supplier} 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 of any act or omission of _____, its agents, servants, and {Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims, demands, and/or causes of action except {Contractor/Subcontractor/Lessee/Supplier}

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, provide defense for and {Contractor/Subcontractor/Lessee/Supplier}

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

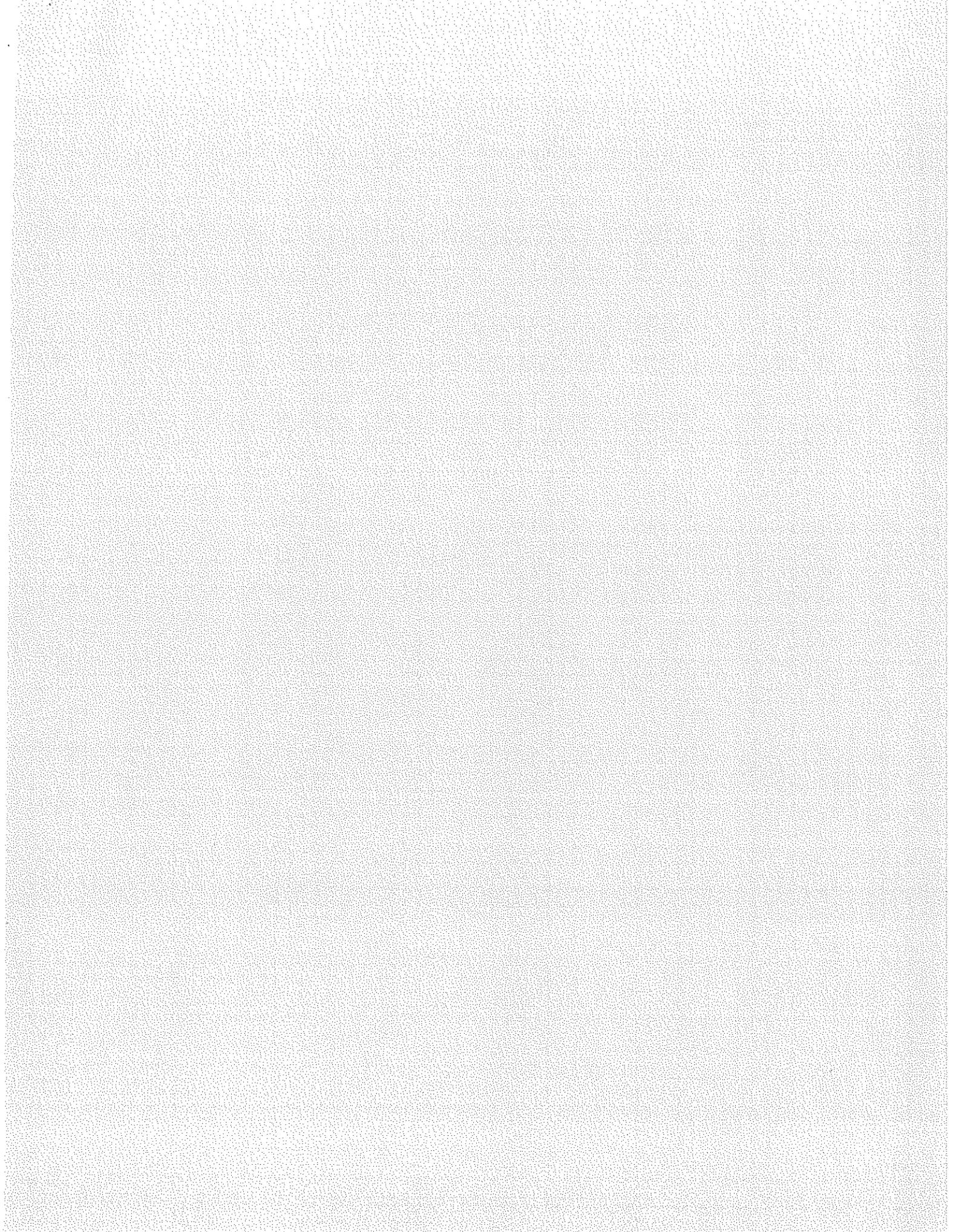
Title

Date Accepted _____

Is Certificate of Insurance Attached? Yes No

Contract No. _____ for _____ State Agency Number and Name.

PURPOSE OF CONTRACT:



BID FORM

BID DATE: _____

TO:

Southern University at New Orleans
Purchasing Office
6400 Press Drive
New Orleans, Louisiana 70126-0001

PROPOSAL FOR: Pest and Rodent Control Services

Sealed Bid Number _____

THE BIDDER: _____

Acknowledges receipt of the following

ADDENDA: No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____

THE BIDDER: hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) 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 under this contract, all in accordance with the Bidding Documents as prepared by the University Purchasing Office and Facility Services.

REJECTION OF BIDS: The Bidder understands that the University reserves the right to reject any or all bids for just cause.

WITHDRAWAL OF BIDS: The Bidder agrees that this bid shall be good and may not be withdrawn for a period of

thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the provisions of R.S. 39:1594,F. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

BID: For all work required in the Technical Specifications the of _____ Dollars (\$ _____) Total Annual Pest Control sum for all buildings listed.

Monthly costs and annual costs per building are provided on the attached Bid Tabulation/Breakdown Sheets.

NAME OF BIDDER: _____

BY: _____
(signature)

(typed or printed)

TITLE: _____

ADDRESS: _____

DATED: _____

TELEPHONE NO: () _____

FAX NO: () _____

BID TABULATION/BREAKDOWN SHEET

(PEST CONTROL SERVICES)
(Upon Award for One Year)

LABOR EXTRA WORK

PEST CONTROL LABOR CLASS	<u>STRAIGHT TIME RATE</u> (\$/HR)	<u>OVERTIME RATE</u> (\$/HR)	<u>HOLIDAY</u> (\$/HR)
SUPERVISOR	\$ _____	\$ _____	\$ _____
TECHNICIAN	\$ _____	\$ _____	\$ _____

MATERIAL

If materials are required to complete any work requested by the University which are outside the scope of the Technical Specifications, the contractor shall prepare a list of these materials along with pricing for approval by the University Representative. If these materials are incidentals (total value less than \$50), or are items which will not be required on a repetitive basis and their total cost is less than the competitive thresholds specified in the most current Executive Order for Small Purchase Procedures, the University may choose to purchase the items from the contractor at the quoted prices.

If the items not specifically listed in the ITB exceed the Executive Order's competitive threshold, the required competition must be secured by the University.

Bid Tabulation Sheet

Pest and Rodent Control Service Contract

Item	Building	Location	Number of Floors	Gross Square Footage Per Floor (SF)	Gross Building Square Footage	Monthly Cost	Annual Cost
1	Cafeteria	Park Campus	1st Floor	11,620	11,620		
2	Administration Building	Park Campus	1st Floor 2nd Floor 3rd Floor	15,144 15,178 15,178	45,500		
3	Central Plant (Services will start 1 year after construction is completed which will be during the contract time for this YSC.)	Park Campus	1st Floor	7,562	7,562		
4	Gymnasium	Park Campus	1st Floor 2nd Floor	24,516 9,710	34,226		

5	L. Washington Library	Park Campus	1st Floor	18,835	66,794
			2nd Floor	22,616	
			3rd Floor	25,343	
6	Facility Services Building		1st Floor	15,072	15,072
7	Arts, Humanities & Social Sciences - (Services will start 1 year after construction is completed which will be during the contract time for this YSC.)	Park Campus	1st Floor	31,608	70,640
			2nd Floor	21,170	
			3rd Floor	17,862	
8	New Science Building (This building is scheduled for demolition and will be removed from the YSC in approximately 36 months from the start of this contract.)	Park Campus	1st Floor	20,440	61,320
			2nd Floor	20,440	
			3rd Floor	20,440	

150 360000

2400

1st Floor	26,995
2nd Floor	20,794
3rd Floor	8,137

Park Campus

University Center

9

55,926	
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Natural Science Building
 (Services will start 1 year
 after construction is
 completed which will be
 during the contract time
 for this YSC.)

Park Campus

10

1st Floor	25,900
2nd Floor	25,202
3rd Floor	25,800
4th Floor	25,800
Penthouse	4,733

107,435	
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W. Brown Hall (This
 building is scheduled for
 demolition and will be
 removed from the YSC in
 approximately 36
 months from the start of
 this contract.)

Park Campus

11

1st Floor	18,958
2nd Floor	10,723
3rd Floor	10,637

40,318	
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Faculty & Student Housing
 Activity Center
 Apartment, 2BR/1App
 Apartment, 2BR/2APP

Lake Campus

12

1st Floor	7,881
1st,2nd,3rd Flrs.	12,148
1st,2nd,3rd Flrs.	13,460

12.4	Apartment, 4BR/2APP	1st,2nd,3rd Flrs.	17,466	
12.5	Apartment, 2BR/APP	1st,2nd,3rd Flrs.	12,148	
12.6	Apartment, 4BR/1APP	1st,2nd,3rd Flrs.	17,466	
12.7	Apartment, 4 BR/1App	1st,2nd,3rd Flrs.	17,466	
12.8	Apartment, 4BR/ 1APP	1st,2nd,3rd Flrs.	17,466	
12.9	Apartment, 4BR/1APP	1st,2nd,3rd Flrs.	17,466	
12.10	Apartment, 4BR/1APP	1st,2nd,3rd Flrs.	13,702	
12.11	Apartment/ 2BR/2APP	1st,2nd,3rd Flrs.	13,702	
12.12	Apartment 2BR/2APP	1st,2nd,3rd Flrs.	12,148	
12.13	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	12,148	
12.14	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	13,702	
12.15	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	17,466	
12.16	Maintenance Building	1st Floor	1,736	
12.17	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	12,148	
12.18	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	12,148	
12.19	Apartment 2BR/1APP	1st,2nd,3rd Flrs.	17,466	
12.20	Apartment 2BR/2APP	1st,2nd,3rd Flrs.	13,702	
12.21	Apartment 2BR/2APP	1st,2nd,3rd Flrs.	13,702	
				286,737

13	Lake Campus	1st Floor	5,000	
	Information Technology Building	2nd Floor	5,000	
				10,000

14	Lake Campus	1st Floor	9,359	
	Small Business Incubator			9,359

15	Lake Campus	1st Floor	5,000	
	College of Business	2nd Floor	5,000	
				10,000

16 Millie Charles School of Social Work (Services will start 1 year after construction is completed which will be during the contract time for this YSC.)

Lake Campus	1st Floor	23,590	
	2nd Floor	16,280	
			39,870

17 Conference Center

Park Campus	1st Floor	9,600	
			9,600

18 Modular Building

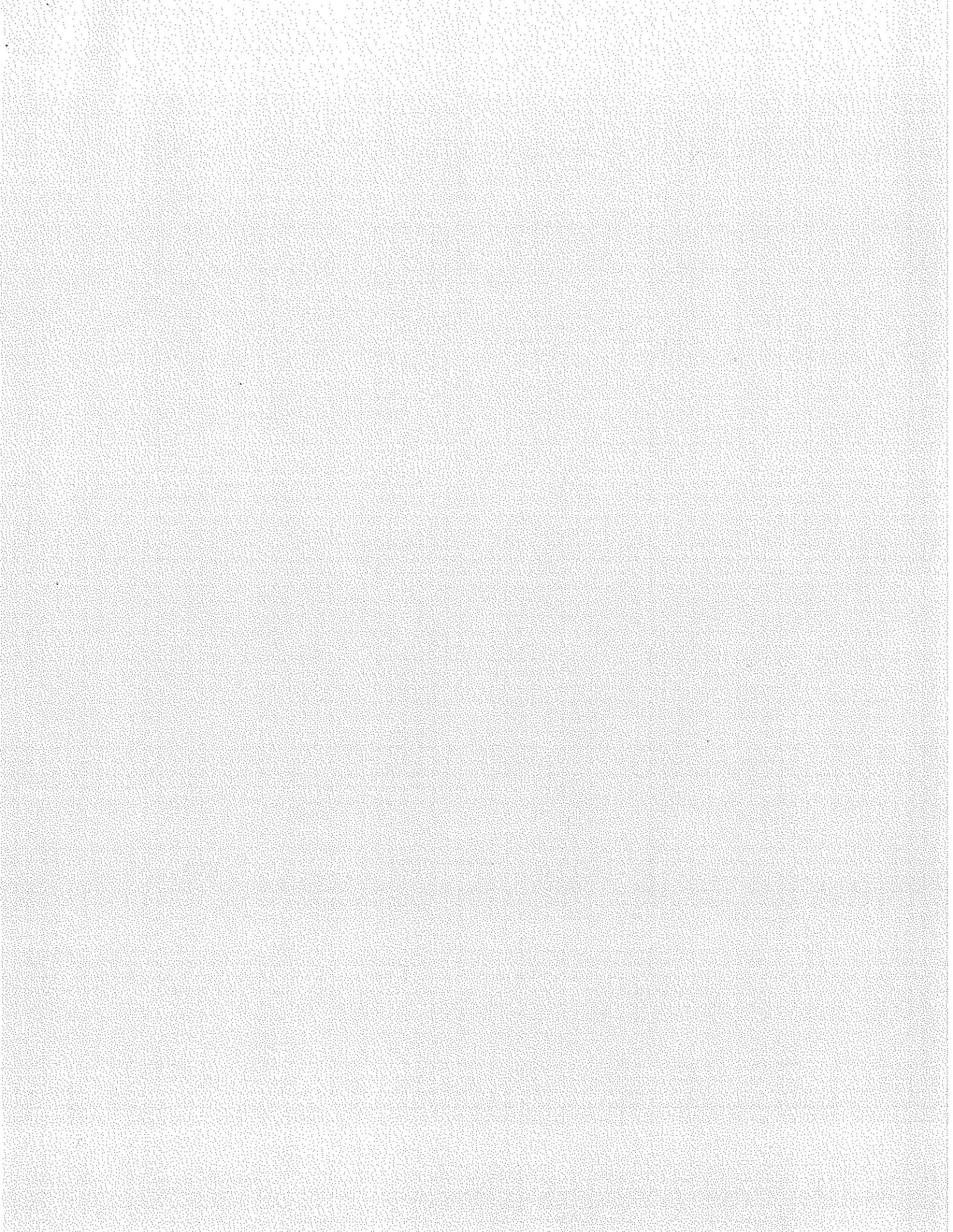
Lake Campus	Building A	24,000	
	Building B	24,000	
			48,000

19 College of Education (Services will start 1 year after construction is completed which will be during the contract time for this YSC.)

Lake Campus	1st Floor	29,219	
	2nd Floor	17,847	
			47,066

Total Annual Pest Control Contract: _____

Total Pest Control Contract + Special Conditions



TECHNICAL SPECIFICATIONS

Southern University at New Orleans

YSC 518: 2015-2016

SECTION 01001

PEST & RODENT CONTROL SERVICES

1.01 PURPOSE

The intent and purpose of this Specification is to establish a term contract to provide pest and rodent control services for Southern University at New Orleans, hereinafter referred to as SUNO, an agency of the State of Louisiana.

1.02 SCOPE OF SERVICE

- A. WORK INCLUDED: The contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of pest control treatment for the campus buildings listed on Attachment "A" - BUILDING INVENTORY FOR PEST CONTROL SERVICES. Treatment shall be provided for all spaces within the buildings at the frequencies given, or as specifically directed otherwise by SUNO at the time of treatment. Treatment is to be to the interior of the building, and exterior as needed, as specified herein. The contractor shall provide treatment for but not limited to the following: ordinary house and building pests and insects, including cockroaches, ants, moths, silverfish, rats and mice. Insects not included are termites (subterranean & formation), carpenter ants, flies, pharaoh ants, wasp, bees or wood borers.
- B. QUALITY OF WORKMANSHIP: All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of SUNO to provide a pest free environment for the buildings and areas treated. All work shall be performed in accordance with current state, federal and local laws and regulations which govern pest control services, including applicable E.P.A. and F.D.A. regulations, and chemical manufacturer's directions, whichever is more stringent.
- C. PERSONNEL QUALIFICATIONS: All personnel used by the contractor for the performance of this work shall be properly trained and qualified pesticide applicators, and shall have current certification from the State of Louisiana, as well as any other required licenses and certifications. The contractor shall provide evidence of qualifications for any personnel performing work under this contract upon request by SUNO. SUNO reserves the right to refuse to accept services from any personnel deemed by SUNO

to be unqualified, disorderly, or otherwise unable to perform assigned work.

- D. TREATMENT SPECIFICATIONS: As a minimum, routine standard treatment shall be provided as described below. Additional treatment shall be provided as necessary to provide a pest-free environment in all campus facilities. The pest control contractor shall provide a pest control service for fire ants, spiders, rats, roaches, silverfish and other pests which cause damage or discomfort to property or personnel at the University.
1. **Standard Areas**, including classrooms, offices, hallways, and all other areas not identified as Food, Living, or Restricted Areas: Treat at least once per month, or more frequently as necessary, with Max Force Gel, Telstar, Advance Dual or other baiting products E.P.A. approved chemical, applied in accordance with manufacturer's directions for standard areas. All chemicals shall be submitted to the University two weeks prior to the bid opening for approval.
 2. **Food Areas**, including food storage, serving and preparation areas: Treat at least once per month, or more frequently as necessary, with 565 Plus XLO, Max Force Bait Stations or other E.P.A approved chemical, and at least biannually with I.G.R. or "Max Force", or other E.P.A. and F.D.A. approved chemical, applied in accordance with manufacturer's directions for food areas. Special treatments shall be applied during academic breaks at a minimum biannually the application of chemicals to allow for longer residual effects during those periods. All chemicals shall be submitted to the University two weeks prior to the bid opening for approval.
 3. **Living Areas**, such as student residence halls, including rooms, public areas, and lounges: Treat at least once per month, or as necessary, with Talstar, Max Force or other E.P.A. approved chemical, applied in accordance with manufacturer's directions for living areas. All chemicals shall be submitted to the University two weeks prior to the bid opening for approval.
 4. **Restricted Areas**, including some research areas and laboratories, which may change according to research or work being performed, and will be identified to the contractor after award of contract and prior to treatment; "Do not

treat". Areas identified as Restricted Areas are subject to change at any time upon notification by SUNO.

5. **Rodent Treatment, All Areas:** Treat for rodents as necessary when requested by SUNO. Rodent treatment methods shall be approved ahead of time by SUNO, and shall be suitable for the area treated. If bait stations are installed, the contractor shall provide SUNO with a written and up-to-date report indicating the location of the station boxes, date of installation, and date of removal. Glue boards, traps, tamper proof bait stations or environmentally safe products for inside as needed at the request of SUNO. Product for the aforementioned shall be: Bell Laboratories (Protecta EVO), Aegis-RP Bait Station or approved equal. Glue Boards shall be Catch Master 60 RB (Glue Louee) or approved equal.
- 5.1 **Special Conditions:** Occasional Invaders Pest are defined as -Pharaoh ants, Crazy ants, Pavements ants, Fleas, Wasp, Flying insects shall be included in this section. Treat as authorized by SUNO, Facilities Management with Max Force, Termidor and Advert ant Get as required. Lure Sticks: Catchmaster Gold Sticks (Product Number 962) or Fly Stick-Sticky Fly Trap by Starbar, or approved equal. Fogging Chemical: BASF Corporation, ULD BP-300 Contact Insecticide, ULD Fogging Chemical Syngenta Corporation Honey Bees, shall be removed by a bee Keeper as a part of this contract. Bed bugs shall be treated with Transporter Insecticide or PT565 XLO or approved equal as Authorized by SUNO's Facility Services. Mosquito Control, as required in grass areas as directed by the University: Altodis Pro G Mosquito Larvicide or approved equal. In the Cafeteria the University has four (4) Fly light fixtures that are included in this contract. The Contractor shall replace the lamp(s) whenever they are burnt out. The contractor as a part of his bi-weekly inspection shall replace any brunt out lamps in the Fly Light fixture as approved by SUN. The Contractor shall submit Material Safety Data Sheets (MSDS) for all chemical listed in this section as well as MSDS for any proposed prior approval products listed in this Bid Document.
- 6 **Weekly Inspections:** The contractor shall inspect the cafeteria and all areas which engage in food service on campus to ensure the area is free from all pests and vermin.
- 7 **Monthly Inspections:** The contractor shall inspect all buildings with particular attention to vending areas and food storage areas to ensure no pest infestation is

occurring. The Contactor shall report any unsanitary conditions immediately when the unsanitary areas are discovered. Any termite infestation shall be Reported to the Director of Facilities Management Office by the contractor for termite control.

8. **Occasional Invaders/Pest:** Occasional Invaders are classified as Pharaoh Ants, Crazy Ants, Pavement Ants Fleas Wasp, Flying Insects (IE Gnats.....), Honey Bees to be removed by a bee keeper, Bed bugs (to be authorized by SUNO as).
9. **Seasonal Pest:** Seasonal pest are classified as birds, snakes, possums and raccoons. At the authorization of SUNO the contractor will be required to remove the aforementioned Seasonal Invaders.

E. MATERIAL SPECIFICATIONS: All materials and chemicals used for the performance of this work shall conform to current Federal, State and OSHA requirements and shall be approved and in compliance with existing E.P.A. labeling and the use requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (as amended). The contractor shall submit MSDS sheets to SUNO on any chemical used for the performance of this work prior to its use within two weeks of the contract's execution. Pest control sprays shall be defined as low odor.

F. SCHEDULING AND COORDINATION:

1. All treatments shall be scheduled ahead of time as agreed upon by the contractor and SUNO. A set schedule for routine standard treatment shall be established as soon as practicable after the start date of the contract.
2. Treatment for all Standard Areas shall be accomplished weekdays during the hours of 6:00 a.m. to 5:00 p.m. Special treatments, such as fogging, shall be scheduled separately, and will usually be required to be performed after hours or on weekends.
3. Treatment for all Living Areas shall be accomplished weekdays during the hours of 8:00 a.m. to 5:00 p.m. Special treatments, such as fogging, shall be scheduled separately, and will usually be required to be performed during school breaks.
4. Treatment for all Food Areas shall be scheduled closely with each facility manager, and will usually be required to be

performed after operation hours when the facility is not engaged in food preparation or service activities.

5. In situations where pests are present and causing distress to the occupants, the contractor shall respond to the call within 24 hours. Otherwise, the contractor may correct reported problems during the next scheduled visit.
6. A SUNO representative may accompany the pest control personnel to provide access to buildings, and to help identify temporarily restricted areas or areas requiring special treatment.
- G. BUILDING SIZES: The approximate gross square footages for each building are given in Attachment A - BUILDING INVENTORY FOR PEST CONTROL SERVICES for the ease in providing monthly rates for pest control treatment for these buildings. **It is the Contractor's responsibility to verify all dimensions listed in this document.**
- H. OTHER REQUIREMENTS:
 1. Invoices shall be submitted monthly during the month following service, and shall show the Purchase Order number.
 2. Reports: A daily written report shall be submitted to SUNO indicating date, personnel performing service, areas treated, special infestations noted, and shall be signed by both parties.
 3. Uniforms: All contract personnel shall be required to wear uniforms with company patches or other identifying clothing to clearly identify the personnel as being an employee of the contractor. All employees shall be required to wear, in a conspicuous location, a photographic identification card. The card shall display the company name and logo, the employees name, companies address, phone number, city and state.
 4. Parking: All vehicles shall be clearly identified as belonging to the contractor. All service vehicles must register with the University's Police Department.

END