



**ADVERTISEMENT  
REQUEST FOR BID**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, J. S. Clark Administration Building Annex, South Entrance, 1<sup>st</sup> Floor East, until the date indicated for the following:

**CHARTER BUS SERVICES  
BAND TRAVEL**

**Southern University and A&M College-Baton Rouge Campus  
BID NUMBER 10324  
May 16, 2024 @ 10:30 AM**

**BIDS MAY ALSO BE EMAILED TO MARY JANE SPRUEL @ [maryjane\\_spruel@subr.edu](mailto:maryjane_spruel@subr.edu)**

***Charter Bus Services for Band to attend Southern University football games***

***Inquiries will be accepted until May 6, 2024 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at [linda\\_antoine@subr.edu](mailto:linda_antoine@subr.edu)***

***Responses to inquiries May 9, 2024 by 5:00 pm***

***Bids shall be received no later than 10:30 AM on May 16, 2024***

Vendor shall ensure compliance with the Louisiana Charter Bus Transportation guidelines and the Louisiana Administrative Codes for vehicle operation and Louisiana Administrative codes for drivers.

***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 date.***

Bids may be withdrawn by written, telegraphic or fax notice received at the address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date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). *The University reserves the right to award all or done and to reject any and all bids and to waive any informalities incidental thereto.*

*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.*

***ALL BID SPECIFICATIONS AND ADDENDA CAN BE OBTAINED BY ACCESSING WEBSITE <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.***

***Please contact Mary Jane Spruel, Assistant Director @ (225) 771-2800 or [maryjane\\_spruel@subr.edu](mailto:maryjane_spruel@subr.edu) for questions concerning this advertisement and bid documents, Bids will be accepted only from contractors who meet state and federal guidelines to operate charter bus services under the classification of: 78000000 Transportation/Passenger Transport/Charter Buses.***

**SOUTHERN UNIVERSITY & A&M COLLEGE  
Linda A. Antoine, Director of Purchasing  
SOUTHERN UNIVERSITY IS  
AN EQUAL OPPORTUNITY EMPLOYER**

SOUTHERN UNIVERSITY AND A & M COLLEGE  
PURCHASING DEPARTMENT  
Post Office Box 9545  
J.S. Clark Administration Annex Building  
James J. Prestage Drive  
1<sup>st</sup> Floor East  
Baton Rouge, Louisiana 70813

REQUEST FOR BID: Charter Bus Services (SU Marching Band)

Bids will be received at the above office until May 16, 2024@10:30 a.m. and at that time opened and read. Bids received after above specified time and date will be returned unopened.

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

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

*In addition, bid may be emailed to Mary Jane Spruel at: maryjane\_spruel@subr.edu*

**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  
Purchasing Department  
1<sup>st</sup> Floor East – James L. Prestage Drive  
J. S. Clark Administration Annex Building  
Baton Rouge, Louisiana 70813

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

*The terms on the bid are to include transportation charges to Southern University-Baton Rouge, Louisiana. Please enter your price on the attached bid price sheet. If additional space is required for the description attach a separate sheet and it will be considered part of your bid. **Our terms are Net 30.** Bids must comply with LA RS 39:1551-1736, and General Terms and Conditions.*

**NOTE: Southern University reserves the right to award on an all or none basis or to more than one vendor.**

Vendor: \_\_\_\_\_  
Company's Name

Signature: \_\_\_\_\_

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

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

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

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

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

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

Bid #10324

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

Bid # 10324

PROPOSAL FOR CHARTER BUS SERVICES (SU Marching Band)  
Southern University  
Post Office Box 9534  
Baton Rouge, Louisiana 70813

I/We hereby furnish materials, labor and specified means of transportation and perform all work in compliance with specifications and general conditions of the Invitation for Bid for the prices as set opposite each item.

- 1. September 13-14, 2024  
Jackson State University  
(lodging in Pearl, Mississippi) \_\_\_\_\_
- 2. September 21-22, 2024  
Prairie View, Texas \_\_\_\_\_
- 3. October 12, 2024  
Houston, Texas \_\_\_\_\_
- 4. New Orleans, LA (Bayou Classic)  
November 29, 2024-December 1, 2024 \_\_\_\_\_

**BUS CAPACITY FOR ITEMS 1-4 (5-56 Passenger Alike Buses)**

The Contractor is advised that the University will arrange and pay for overnight accommodations for the driver(s). However, meals for driver(s) and other incidental costs shall be responsibility of the Contractor. The Contractor shall also be responsible for paying any and all tolls, parking fees and other trip-related expenses.

EXECUTION OF BID MUST BE SIGNED IN INK      DATE \_\_\_\_\_

BY \_\_\_\_\_ CITY/STATE/ZIP CODE \_\_\_\_\_  
(Member of Firm Authorized to Sign Bids)

Title \_\_\_\_\_ Tel# \_\_\_\_\_ Fax# \_\_\_\_\_

Itinerary 1-Southern University Marching Band

Five (5) 56-passenger *alike* buses, 2019 or newer to transport the Southern University Marching Band on **September 13-14, 2024-Jackson State University, Jackson, Mississippi**

**NOTE: Hotel/Lodging will be in Pearl, Mississippi**

Depart:

Depart Southern University-Baton Rouge, LA on September 13, 2024

Time: 8:00 a.m.

Baton Rouge, LA

Return:

Band will return on September 14, 2024 after game

NOTE:

- (1) Buses will be required to transport team and support staff from hotel to practice, competition and food venues as well as other necessary outings.
- (2) Buses will be required latest amenities and have working VHS/DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Lodging will be provided for bus drivers
- (4) Extra legroom
- (5) Same driver(s) during duration of season, if possible
- (6) Non-smoker

Bus Capacity: 56-Passenger

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
5 each	_____	_____
<b>TRIP TOTAL CHARGES</b>		<b>\$_____</b>

Itinerary 2-Southern University Marching Band

Five (5) 56-passenger *alike* buses, 2019 or newer to transport the Southern University Marching Band on **September 21-22, 2024-Prairie View A&M University-Prairie View**

**Depart:**

Depart Southern University-Baton Rouge, LA on September 21, 2024

Time: 8:00 a.m.

Baton Rouge, LA

**Return:**

Band will return on September 22, 2024 at noon

**NOTE:**

- (1) Buses will be required to transport team and support staff from hotel to practice, competition and food venues as well as other necessary outings.
- (2) Buses will be required latest amenities and have working VHS/DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Lodging will be provided for bus drivers
- (4) Extra legroom
- (5) Same driver(s) during duration of season, if possible
- (6) Non-smoker

Bus Capacity: 56-Passenger

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
5 each	_____	_____
<b>TRIP TOTAL CHARGES</b>		<b>\$_____</b>

Itinerary 3-Southern University Marching Band

Five (5) 56-passenger *alike* buses, 2019 or newer to transport the Southern University Marching Band on **October 12, 2024-Texas Southern University-Houston, Texas**

**Depart:**

Depart Southern University-Baton Rouge, LA on October 12, 2024

Time: 9:00 a.m.

Baton Rouge, LA

**Return:**

Band will return on October 12, 2024 after game

**NOTE:**

- (1) Buses will be required to transport team and support staff from hotel to practice, competition and food venues as well as other necessary outings.
- (2) Buses will be required latest amenities and have working VHS/DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Lodging will be provided for bus drivers
- (4) Extra legroom
- (5) Same driver(s) during duration of season, if possible
- (6) Non-smoker

Bus Capacity: 56-Passenger

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
5 each	_____	_____
<b>TRIP TOTAL CHARGES</b>		<b>\$_____</b>

10324

Itinerary 4-Southern University Marching Band

Five (5) 56-passenger *alike* buses, 2019 or newer to transport the Southern University Marching Band on **November 29, 2024-December 1, 2024-Grambling State University-New Orleans, LA**

Depart:

Depart Southern University-Baton Rouge, LA on November 29, 2024

Time: 9:00 a.m.

Baton Rouge, LA

Return:

Band will return on 12 noon-December 1, 2024 after for Southern University-Baton Rouge, LA

NOTE:

- (1) Buses will be required to transport team and support staff from hotel to practice, competition and food venues as well as other necessary outings.
- (2) Buses will be required latest amenities and have working VHS/DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Lodging will be provided for bus drivers
- (4) Extra legroom
- (5) Same driver(s) during duration of season, if possible
- (6) Non-smoker

Bus Capacity: 56-Passenger

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
5 each	_____	_____
TRIP TOTAL CHARGES		\$_____



SCHOOL AND CHARTER BUS REQUIREMENTS

**Requirements:**

Vendor shall ensure assigned drivers for this service comply with the outlined Responsibility and Roles section of LA Administrative Code: Title 28, Education – Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) statutes documented in chapter 3 section 309.

Vendor shall be responsible for complying with the outlined Vehicle Inspection and Maintenance section of LA Administrative Code: Title 28, Education – Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) statutes documented in chapter 7, sections 701 and 703.

Vendor must ensure compliance with Vehicle Operation policies as is defined in LA Administrative Code: Title 28, Education - Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB), Chapter 9, section 901.

A copy of LA Administrative Code: Title 28, Education – Part XXIX, Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) can be obtained from the Louisiana Division of Administration Office.

Accepted by \_\_\_\_\_

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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Initial and Return with

## CHARTER BUS SERVICES

SOUTHERN UNIVERSITY BATON ROUGE

### SCOPE OF WORK

#### SPECIFIC REQUIREMENTS:

TWO TO THREE BUSES ARE REQUIRED FOR THIS REQUEST. COMPANY MUST OWN COACHES TO ACCOMMODATE THIS REQUEST. COMPANY MUST OWN COACHES IN EXCELLENT CONDITION MEETING SPECIFICATIONS.

- The contractor must be able to provide over-the-road motor coaches, which will accommodate the passenger needs. Fleet must be large enough to handle request.
- All motor coaches must be equipped with air conditioning and heat.
- All motor coaches must have clean restrooms.
- All motor coaches must be equipped with a working VHS/DVD/CD Players, Wi-Fi, and In-Motion Satellite, Direct TV and more than one (1) viewing screen. Wireless capabilities are required for staff and students.
- All motor coaches must have lockable storage bays under the vehicle. The Contractor must provide all necessary locks for the storage bays.
- The contractor must provide an acceptable motor coach and driver(s) for each trip (Same drivers during the duration of the season, if possible). All motor coaches must be in excellent operating condition.
- The contractor must provide drivers with at least three (3) years driving experience. All drivers must be in good health. Driver shall be in uniform and shall conduct themselves in a professional manner at all times.
- The contractor must ensure that all motor coaches and drivers, provided under the terms of the contract, are both licensed and insured in accordance with all acceptable laws and regulations for the purpose set forth herein.
- The contractor must ensure they carry One million (\$1,000,000.00) dollar general liability insurance in accordance. A copy of insurance certificate must be furnished to the University upon request.
- All trips will originate and terminate on the Baton Rouge Campus of Southern University.
- The contractor's driver(s) and motor coaches must report to the designated location at least one (1) hour prior to the scheduled time of departure.

INITIAL AND RETURN WITH BID \_\_\_\_\_

SCOPE OF WORK  
SPECIFIC REQUIREMENTS  
 (Continued)

- Prior to arriving driver(s) should have obtained directions and mapped out travel for all destinations including travel within a city. All motor coaches should be equipped with a current Atlas and ensure that the most direct routes are used.
- The contractor understands and agrees that local transportation may be required while at the trip destination. Local transportation may include, but not be limited to, trips to and from restaurants, practices, games, and other trip-related events, etc. while at the trip destination.
- The contractor is advised that the Department will arrange and pay for overnight accommodations for the driver. However, driver meals and other incidental costs shall be the responsibility of the contractor. The contractor shall also be responsible for paying any and all tolls, parking fees, and other trip-related expenses.
- The contractor is solely responsible for contract to provide services. Contractor cannot sub-contract to other fleet companies.
- The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional cost incurred by the University to obtain alternate transportation as a result of the contractor's inability to complete the trip as required will be deducted from any amount due the contractor.
- The contractor understands and agrees that only University-approved passengers will be allowed to travel on any motor coach provided under the terms of the contract.

CANCELLATION CLAUSE:

In the event that the contractor shall fail to carry out and comply with any of the conditions and agreements to be performed within the contract, the SU Purchasing Department reserves the right to notify the contractor of such failure and demand that the same be remedied within three (3) business days. In the event of failure of the contractor to remedy the situation within the specified time period, the SU Purchasing Department will have the right to cancel and terminate the contract without further notice. Buses breaking down and contractor not having the capability or additional buses to arrive for scheduled departure and destination times will not be accepted by SU. Failure to meet terms of bid specifications will result in cancellation of contract.

Award Basis:

SU reserves the right to award all or none or to award per trip.

PRICING

Vendor must provide pricing and related information as requested to provide charter bus transportation services in accordance with the terms and conditions of the Invitation, Bid and Acceptance.

Extra Driver:

Include a firm, fixed price per day for an extra driver, if required. (List or notate those trips which would have this requirement):

INITIAL AND RETURN WITH BID \_\_\_\_\_

## INSURANCE REQUIREMENTS

Before commencing work, (vendor/contractor anchor 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 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. Workers' 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:

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 coverage:

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 and Agricultural & Mechanical College 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 of 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 bidder is to provide the owner with a certificate of insurance with Southern University as the certificate holder.

Location of All Operations Shall be "All Locations"

**Contractor certifies that company is insured:**

**Signature** \_\_\_\_\_

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

**Print:** \_\_\_\_\_

Return this Page with Bid

**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-1<sup>st</sup> Floor East of the J.S. Clark Administration Annex Building, or another designated area.

**Bids should 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  
Purchasing Department  
1<sup>st</sup> Floor East-James L. Prestage  
J. S. Clark Administration Building  
Baton Rouge, Louisiana 70813

Vendor is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Southern University is not responsible for any delays caused by the Vendor's chosen means of delivery. Vendor is solely responsible for the timely delivery of its bid/proposal. **Late bids will be rejected.**

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.

ALSO, BIDS MAY BE EMAILED TO: maryjane\_spruel@subr.edu

**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 **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: **linda\_antoine@subr.edu**, fax: (225)771-2026 or by mail **NO LATER THAN 5:00 P.M.-May 1, 2024** to the attention of the Purchasing Department, Post Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine.

**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. .

**2. Envelope**

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the ***company's name, complete address, bid number, time of bid opening, and license number, if applicable.*** Bidder is responsible for means of delivery of bid.

- 3.** All bids must be submitted on forms furnished for this purpose and must be filled out with ink or typewritten and **must be signed in ink.** Bidders must initial each page of bid documents in designated space(s). Please do not erase, correct, or **write over any prices or figures necessary for the completion of Request for Bid.** If any corrections are necessary, each one must be initialed by bidder. **Failure to comply with these requirements will cause your bid to be disqualified.**

**4. 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.

Bidders must comply with all requirements on these pages, where applicable.

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.

**16. Fiscal Funding Clause (Renewal Contracts Only)**

**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.

**17. 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.

**18. Order of Priority**

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

**19. Applicable Law**

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

**20. 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.sam.gov](http://www.sam.gov).

           Federal Funded      XX   Non-Federal Funded

**21. E-VERIFY (verification of employees)**

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

**22. 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.

**23. Discriminatory Boycotts of Israel**

***This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees***

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

A vendor must in writing, when a bid is submitted or when a procurement contract is awarded, that:

- a. it is not engaging in a boycott of Israel; and
- b. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

All competitive sealed bids and proposals issued for procurement contracts with executive branch agencies shall include the text of the following certification: "By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial of any subcontractor or supplier, refused to or terminated business activities, or taken other actions intended to limit

Bidders must comply with all requirements on these pages, where applicable.

commercial relations, with a or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response."

**24. 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.

**25. 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 **Linda A. Antoine, 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, Post Office Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine. Please note that all inquiries sent via mail/fax/email should be sent on date as indicated.**

**26. 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)**

**27. 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

**28. 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.

**29. Public Works 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.

**30. Tobacco-Free Policy**

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

**31. 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

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**Bid # 10324**  
Bid Form#: SU 006

Bidders must comply with all requirements on these pages, where applicable.

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.

**32. Code of Ethics**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

**33. Vendor Forms/SU Signature Authority**

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

**34. 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).

**35. Termination of the Contract for Convenience**

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**36. Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

**37. Auditors**

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

**38. Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

**39. Acceptance**

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.



40. **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.

41. **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.

42. **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.

43. **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

44. **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.

45. **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.

46. **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.

47. **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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

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

49. **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.

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Bidders must comply with all requirements on these pages, where applicable.

(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.

**A copy of the applicable signature authority document/board resolution or LA Secretary of State Registration must be submitted with proposal.**

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

DATE \_\_\_\_\_