



# MCNEESE STATE UNIVERSITY REQUEST FOR BID

LAKE CHARLES, LOUISIANA 70609  
 AN EQUAL OPPORTUNITY INSTITUTION  
 PHONE: (337) 475-5087  
 FAX: (337) 475-5082

|                  |                        |
|------------------|------------------------|
| DATE<br>06/26/24 | BID NUMBER<br>D2500003 |
|------------------|------------------------|

|                                    |                       |                         |                           |                              |
|------------------------------------|-----------------------|-------------------------|---------------------------|------------------------------|
| PURCHASING CONTACT<br>Debet Hebert | PHONE<br>337-475-5083 | REQUEST NO.<br>R2500014 | DEPARTMENT<br>Maintenance | VENDOR I.D. NO.<br>000010313 |
|------------------------------------|-----------------------|-------------------------|---------------------------|------------------------------|

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.  
VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

**VENDOR:**

Return this bid to McNeese State University  
 Purchasing Department, 150 Lawton Drive,  
 Smith Hall room 120, Lake Charles, LA 70605  
 or MSU Box 92415, Lake Charles LA 70609

RESPONSE DUE 07/17/24 Bid due @ 2:00 PM

| No. | Quantity | Description  | Unit | Unit Price | Extension |
|-----|----------|--|------|------------|-----------|
|     |          | <p align="center"><b>Request for Sealed Bid (SB)</b></p> <p>*****<br/>                     THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/<br/>                     PACKAGE. PLEASE WRITE THE BID NUMBER<br/>                     ON THE ENVELOPE/PACKAGE. RETURN TO ONE OF THE<br/>                     ADDRESSES LISTED BELOW.<br/>                     *****</p> <p>Your sealed bid may be mailed or delivered by<br/>                     hand or courier service.</p> <p>-----<br/>                     NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC<br/>                     SUBMISSIONS ARE NOT ACCEPTABLE.<br/>                     -----</p> <p>*The address for mailing (U.S. Postal Service):<br/>                     McNeese State University, Purchasing Department<br/>                     Box 92415, Lake Charles, LA 70609<br/>                     -----</p> <p>**The address for hand or courier service:<br/>                     McNeese State University, Purchasing Department<br/>                     150 Lawton Drive, Smith Hall Room 120<br/>                     Lake Charles, LA 70609<br/>                     -----</p> |      |            |           |

Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information:  
 Delivery \_\_\_\_\_ days ARO/TERMS \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_

All bids include prepaid delivery, F.O.B. to McNeese State University

**THIS IS NOT A PURCHASE ORDER**

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| TOTAL | CONTINUED |
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| 1  |          | <p><b>Request for Sealed Bid (SB)</b></p> <p>(Continued ...)</p> <p>*Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Departments physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.</p> <p>**Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the McNeese Purchasing Departments physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidders chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to</p> |      |            |           |
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|     |          | <b>Request for Sealed Bid (SB)</b>  |      |            |           |
| 1   |          | (Continued ...)<br>meet the bid opening date and time shall result in rejection of the bid.<br>*****<br>McNEESE STATE UNIVERSITY IS TAX EXEMPT.<br>SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS.<br>-<br>* NOTE: DEADLINE FOR INQUIRIES IS AT THE END OF THE DAY <u>JULY 10, 2024</u> .<br>-<br>ENTER PRICING FOR SEMI-ANNUAL INSPECTION AND PREVENTATIVE MAINTENANCE ON THE FOLLOWING LINE ITEMS: |      |            |           |
| 1   | 2        | Generac - Natural Gas - 100KW.<br>MODEL #QT10068GNSNA; SERIAL #4926655<br>Located at the Facilities Complex, 4406 Common St. Lake Charles, LA.  | EA   |            |           |
| 2   | 2        | Caterpillar - Diesel - 75KW.<br>Model D75P3.<br>Serial #: OLY00000KNPF03062.  | EA   |            |           |

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| 2   |          | (Continued ...)<br>Located at University Police location #1<br>4314 Ryan Street<br>Lake Charles, LA   |      |            |           |
| 3   | 2        | Generac - Natural Gas - 80KW<br>Model QT08054KNSNA; Serial #4925398<br>Located at University Police location #2<br>4497 Phillip Williams Dr.<br>Lake Charles, LA. | EA   |            |           |
| 4   | 2        | Caterpillar - Diesel - 300KW.<br>Model #S9L00883<br>Serial #C9-CAT.<br>Located at Holbrook Cafeteria<br>455 Joe Dumars Dr.<br>Lake Charles, LA.                   | EA   |            |           |
| 5   | 2        | MTU - Diesel - 900KW. Model<br>900PXC6DT<br>Serial #: 306245-1-1-0309   | EA   |            |           |

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| 5   |          | (Continued ...)<br>Located at the Rec Complex<br>4150 Vernon Drive<br>Lake Charles, LA  |      |            |           |
| 6   | 2        | Generac - Natural Gas - 60KW<br>Model 5538530100; Serial #2084371.<br>Located at Computer Lab/PBX<br>4350 Jefferson Davis Dr.<br>Lake Charles, LA | EA   |            |           |
| 7   | 2        | Generac - Natural Gas - 80KW<br>Model SG0080JG189; Serial #8896203.<br>Located at KBYS Radio Station<br>4120 Ryan Street<br>Lake Charles, LA      | EA   |            |           |
| 8   | 2        | Generac - Natural Gas - 150KW.<br>Model OT15068GNSNA; Serial #4926659<br>Located at Smith Hall,<br>150 Lawton Dr.,                                | EA   |            |           |

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| 8   |          | (Continued ...)<br>Lake Charles, LA   |      |            |           |
| 9   | 2        | Generac - Natural Gas - 70KW<br>Model QT07068GNSNA; Serial #5660547<br>Located at Credit Union/Property Control<br>4390 Ryan Street<br>Lake Charles, LA | EA   |            |           |
| 10  | 2        | Generac - Natural Gas - 40KW<br>Model 14883550110; Serial #2118121<br>Located at the Parking Garage<br>Vernon Drive<br>Lake Charles, LA                 | EA   |            |           |
| 11  | 2        | Generac - Diesel - 400KW<br>Model SD400KG221250D; Serial #3000619070<br>Located at Chozen Hall<br>4435 Ryan Street<br>Lake Charles, LA                  | EA   |            |           |

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| 12  | 2        | Caterpillar - Deisel - 480KW<br>Model Gen Mod 400; Serial #CAT00C13J3200245<br>Located at Legacy Center<br>700 E. McNeese Street<br>Lake Charles, LA | EA   |            |           |

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**STANDARD TERMS & CONDITIONS TO BIDDERS**  
**FAX #337-475-5082**

**PROPOSALS:** The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.

**STANDARDS OF QUALITY AND ANY ALTERNATE:** Any product or service bid shall conform to all applicable Federal and State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. **DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.**

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

**SAMPLES/DESCRIPTIVE LITERATURE:** The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

**PRICES:** Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.

**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 within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

**AWARD OF BIDS:** McNeese State 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 incident thereto.

**DELIVERY FAILURE:** If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.

**TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE:** McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement 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 McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese 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.

**SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:**  
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Line Number(s): \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_  
NOTE: If more space is required, include on separate \_\_\_\_\_ sheet.)

Do you have a Louisiana business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

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

**IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:**

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

\_\_\_\_\_  
Signature & Company Name

\_\_\_\_\_  
Date



McNEESE STATE UNIVERSITY

PREVENTATIVE MAINTENANCE OF  
EMERGENCY GENERATOR POWER SYSTEMS

SPECIFICATIONS FOR BID D2500003

**DUE DATE: JULY 17, 2024**

**DEADLINE FOR INQUIRIES: JULY 10, 2024**

Request for Bid for annual contract to provide scheduled preventative maintenance for all diesel and natural gas powered Emergency Generator Power Systems and associated equipment on the McNeese State University campus in Lake Charles, Louisiana for a twelve (12) month period beginning upon award of bid in July 2024.

At the option of McNeese State University and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Contract not to exceed thirty-six (36) months.

The continuation of this contract is contingent upon the appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation Act or Title 39 of the Louisiana revised statutes of 1950 to prevent the total appropriation for the year from exceeding revenue for that year, or for any other lawful purpose, and the effort of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

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Please print all attachments to ensure all documents related to the “Request For Bid” are reviewed prior to bidding.

NOTE: Refer to Special Instructions, Instructions to Bidders, and Standard Terms and Conditions herein for additional instructions.

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PAYMENT: Payment will be made net-30 days with a University check upon receipt of an invoice. Invoices must be received by McNeese Accounts Payable in the contract year the work was done. Invoices are to be mailed to Box 92935, Lake Charles, LA 70609 or emailed to [accountspayable@mcneese.edu](mailto:accountspayable@mcneese.edu) in a timely manner.

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**SPECIAL INSTRUCTIONS:**

Unit price bid must not exceed two digits to the right of the decimal point. Unit price submitted beyond two digits will be rounded off to the nearest second digit.

Bid in correct unit of measure shown to be considered for award. Quote submitted in any other unit of measure may not be considered.

In the event the University acquires or removes a generator, the right is reserved by McNeese State University to increase or decrease the amount of services at the same price per unit as indicated on the contract.

Prior to exercising the University’s option to extend the contract, the University will determine if an extension is in the best interest of the University, taking into consideration current market trends, cost factors, price comparison with similar service in other States and various other factors as determined by the McNeese’s Procurement Director.

**INSURANCE:** Insurance shall be carried by the contractor and a certificate of insurance shall be furnished within ten (10) days after notification. The limits of such insurance shall follow the attached requirements and shall be from a company licensed to do business in the State of Louisiana (see attached insurance requirements).

**LICENSING:** Contractor shall be licensed to perform the specified services in the City of Lake Charles, the Parish of Calcasieu and the State of Louisiana. A copy of each license may be required prior to award.

Please provide Contractor’s License No. \_\_\_\_\_

**SUPPLEMENTAL SERVICES:** Contractor, during regular working hours, will perform all scheduled services included in this bid. Additional service upon request and proper authorization by McNeese State University Facilities Maintenance Manager will be invoiced by the Contractor at the Contractor's prevailing billing rate as listed below. Billing rate must remain in effect for the life of the contract. Billing rates WILL NOT be considered as part of the evaluation for award. All travel related expenses must be included.

Straight Time \_\_\_\_\_ per hour (normal working hours)

Time & One-Half \_\_\_\_\_ per hour (over-time hours)

**NOTE:** The working hour rate is defined as the number of hours on site needed to complete the requested task. Working hours should not be confused with man-hours. McNeese will not be responsible for fuel surcharges or travel time to and from the job site.

Access to campus shall be coordinated with McNeese State University Facilities Office and/or University Police Department.  
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## **SCOPE OF WORK**

Contractor is to perform all scheduled services for the Emergency Generator Power Systems installed throughout McNeese State University located in Lake Charles, Louisiana. Services shall include, for each generator noted on the "REQUEST FOR BID", semi-annual inspection and preventative maintenance services according to manufacturer's guidelines per generator. Emergency services are to be available and provided, as needed by McNeese, on a twenty-four (24) hours, seven (7) days a week basis.

## **MAINTENANCE SCHEDULE**

All semi-annual inspections and preventative maintenance shall be performed twice each year as scheduled by McNeese State University Maintenance Manager or their designee. There shall not be an interruption to electrical supply to buildings associated with each generator unit. All costs associated with preventative maintenance shall be included in this contract.

Semi-annual inspections, maintenance, and preventative maintenance shall be scheduled by McNeese's Maintenance Manager and must be performed during regular business hours, Monday through Thursday, 7:30 AM – 5:00 PM and Friday, 7:30 AM – 11:30 AM.

Contractor shall contact McNeese's Maintenance Manager at (337)475-5885 or (337)309-2811 or (337)475-5891 at least twenty-four (24) hours in advance of arrival. Upon arrival, the Contractor and/or service technician(s) shall report to the Facilities and Maintenance office at 4406 Common Street, Lake Charles, Louisiana, to notify McNeese of their arrival. Service cannot begin until the Contractor has notified Building Maintenance of arrival, which generator(s) will be serviced during the call, and obtain authorization. Upon completion of the day, the Contractor and/or the technician(s) are to return to the Facilities and Maintenance location and submit the report summarizing the work completed that day. The Contractor and/or technician must sign in and out on each day of service.

## SEMI-ANNUAL INSPECTIONS AND PREVENTATIVE MAINTENANCE REQUIREMENTS

- I. Batteries
  - a. Check
    - i. Cable and connections
    - ii. Specific gravity and electrolyte levels
    - iii. Battery voltage
    - iv. For proper operation
    - v. Replace if needed with new equivalent batteries.
- II. Fuel System
  - a. Inspect and adjust entire fuel system with filter changes as needed. All fuel filters and sediment bowls are to be cleaned or replaced as needed. Cost of fuel filters are to be covered under this contract. Check for leaks and the proper operation of the day tank and transfer pumps, repair as needed.
  - b. Drain water and sediment from the day tank if needed
  - c. Check the condition of the flex fuel lines, replace as needed.
- III. Cooling System
  - a. Clean the radiator core for proper air flow and repair as needed
  - b. Check and replace as needed:
    - i. Coolant inhibitor strength
    - ii. Coolant level
    - iii. Radiator cap and seal
  - c. Check for corrosion and leaks or degradation of coolant, repair and/or add coolant as needed by flushing coolant and replace with proper coolant mixture with inhibitors, per manufacturer guidelines. Cost to be included in this contract.
  - d. After coolant is replaced, warm-up system and check for proper coolant inhibitor strength and proper antifreeze protection
  - e. Check the condition of all coolant hoses and clamps, replace as needed
- IV. Transfer Switches and Generator Bearings
  - a. Check all transfer switches with an infrared light for heat expansion of terminals
  - b. Lubricate all transfer switches and generator bearings if needed.
- V. Terminal Strip Connections
  - a. Tighten and/or repair all
- VI. Control Panel Relays and Connections
  - a. Tighten and/or repair all
- VII. Governor Linkage
  - a. Check for proper operation
  - b. Adjust and/or tighten as needed
- VIII. Doors and Cabinet Latches
  - a. Oil and check for proper operation
- IX. Check the following and repair as needed
  - a. Lube oil level, add fluid as necessary
  - b. Fan belt(s), adjust tension and/or replace

- c. Exhaust system, including flex couplings and rain flashing
  - d. Air cleaner elements including cleaner seals and indicators
  - e. Water jacket heater and heater control circuit
  - f. Generator air gap and the generator leads insulation
  - g. Collector rings and brushes
  - h. Nuts and bolts for excess noise and vibration, tighten as necessary
  - i. Crank termination time, cranking voltage drop, and engine instruments
  - j. Remote fan motors and pumps
  - k. Louver operation
  - l. Safety shut-down voltage drop across the automatic transfer switch contacts
- X. Tests and Reports:
- a. Contract to collect samples of the following and send to an independent testing lab for analysis per the manufacturer's requirements.
    - i. Crankcase oil
    - ii. Fuel
    - iii. Radiator coolant
  - b. Report of the analysis should be submitted to the Facility Maintenance Manager within seven (7) days of sampling. Contractor must contact the Facility Maintenance Manager if additional time is needed for the report to be processed.
  - c. Load Bank Test to be conducted once a year. Test to be performed at full capacity without interruptions to normal building service.
  - d. Load bank test to be scheduled by Facilities Maintenance Manager in **July** of every year and must be performed during inspection and preventative maintenance.
    - 1. Load bank test performed for a total of 120 minutes in the following manner
    - 2. Bring to 25% of rated load and hold for 15 minutes.
    - 3. Bring to 50% of rated load and hold for 15 minutes.
    - 4. Bring to 75% of rated load and hold for 15 minutes.
    - 5. Bring to 100% rated load and hold for 15 minutes.
    - 6. Reverse procedure to end test.
    - 7. Provide complete documentation of load test to Facilities Maintenance Office
  - e. Provide University with electronically generated report of results of entire inspection process. Include recommendation for any additional parts and/or repairs which may be required and is beyond the scope of this maintenance contract.
  - f. All generator technicians must be trained and experienced to work on all brands of generators present on campus. Contractor must have all equipment necessary to

## **EMERGENCY SERVICES**

Emergency services shall be provided by the Contractor on an as needed basis, twenty-four (24) hours a day, seven (7) days a week for parts and labor for all generators noted herein. Emergency callout response times shall not exceed twenty-four (24) hours unless approved by McNeese Facility Maintenance Manager or their designee. If approval is given, the Contractor must respond at the date and time provided by the McNeese approver.

A contact number shall be provided to McNeese Facilities Maintenance Manager for after hours and weekend emergency callouts.

In the event of an emergency callout, the Contractor shall supply McNeese Building Maintenance with a report that states the date and time of arrival and departure from the premises, the technicians name, the name of the McNeese representative that made the request, the generator that was worked on, the symptoms that caused the callout, what actions were taken to remedy the situation.

## **REPAIR PARTS AND MATERIALS**

Contractor shall furnish all materials, parts and labor necessary to replace and/or repair the generators noted within this specification. All parts shall be original equipment manufacturer (OEM) parts whenever possible; aftermarket products/parts will be accepted only if OEM is not available. Contractor is responsible for the proper disposal of all used materials and/or parts, including but not limited to fluids, oils, etc.

Contractor shall have access to major repair parts within twenty-four (24) hours. If additional time is needed, excess time should not exceed thirty-six (36) hours. McNeese Building Maintenance Manager must be notified of any delays in repairs due to the inability to locate supplies.

## **INSTRUCTIONS TO BIDDERS**

READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.

1. ALL BID PRICES MUST BE TYPED, WRITTEN IN INK ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
2. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
3. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL TERMS AND CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
4. IMPORTANT: BY SIGNING THE BID THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, STANDARD TERMS AND CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE IN INK OR TYPEWRITTEN.

5. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT [debet@mcneese.edu](mailto:debet@mcneese.edu). DEADLINE FOR INQUIRIES IS AT THE END OF THE DAY **JULY 10, 2024**.

6. **CONFERENCE:** ADDRESSED IN THE SPECIAL TERMS AND CONDITIONS SECTION, IF APPLICABLE.

**7. BID FORMS:**

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, THE FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID NOT SUBMITTED ON McNEESE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS AS SPECIFIED IN THE SOLICITATION, PRIOR TO TIME AND DATE INDICATED IN ORDER TO BE CONSIDERED. FAX ALTERATIONS, NOT INVOLVING PRICING, TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED THE BID FORM AND FAXED ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE THE BID OPENING. ENTIRE BID SHOULD BE SUBMITTED.

**8. DESCRIPTIVE INFORMATION**

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER SHOULD STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

**9. RECEIPT OF BIDS**

NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED IN ACCORDANCE WITH LA R.S. 44.1. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING McNEESE STATE UNIVERSITY DURING NORMAL BUSINESS HOURS.

**10. PRICES**

UNLESS OTHERWISE SPECIFIED BY McNEESE IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRAVEL RELATED EXPENSES, SHIPPING, TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

**11. DELIVERIES**

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

**12. TAXES**

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

**13. NEW PRODUCTS**

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

**14. CONTRACT RENEWALS**

UPON AGREEMENT OF McNEESE AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

**15. CONTRACT CANCELLATION**

McNEESE HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS:

- (A) MISREPRESENTATION BY THE CONTRACTOR;
- (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH McNEESE STATE UNIVERSITY;
- (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF McNEESE;
- (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS;
- (F) ANY LISTED REASON FOR DEBARMENT UNDER LA R.S. 39:1672.

McNEESE MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION; OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. McNEESE SHALL PAY CONTRACTOR FOR, IF APPLICABLE:

- (A) DELIVERABLES IN PROGRESS;



(B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY;

(C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

McNEESE HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS:

(A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;

(B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;

(C) ANY OTHER BREACH OF CONTRACT.

**16. DEFAULT OF CONTRACTOR**

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED OR TO PROVIDE THE SERVICES AS SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE McNEESE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, McNEESE 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 STANDARD TERMS AND CONDITIONS, OR THE SPECIAL TERMS AND CONDITIONS, THE SPECIAL TERMS AND CONDITIONS SHALL GOVERN.

**18. APPLICABLE LAW**

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

**19. COMPLIANCE WITH CIVIL RIGHTS LAWS**

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE:

TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT.

ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

**20. ADA ACCESSIBILITY REQUIREMENTS**

IF APPLICABLE, THE CONTRACTOR WARRANTS IT WILL COMPLY WITH FEDERAL AND STATE DISABILITIES LAWS AND REGULATIONS AND ALSO WARRANTS THAT THE PRODUCTS AND SERVICES PROVIDED CONFORM TO THE APPLICABLE ACCESSIBILITY REQUIREMENTS OF WCAG 2.1 LEVEL AA OR THE MOST CURRENT VERSION (THE "ACCESSIBILITY STANDARDS"), SECTION 508 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT. THE CONTRACTOR AGREES TO PROMPTLY RESPOND TO AND RESOLVE ANY COMPLAINT REGARDING ACCESSIBILITY OF ITS PRODUCTS AND SERVICES. IF AT ANY TIME, PRODUCTS AND SERVICES PROVIDED UNDER THIS CONTRACT DO NOT FULLY CONFORM TO THE ACCESSIBILITY STANDARDS, CONTRACTOR SHALL IMMEDIATELY ADVISE THE STATE OF LOUISIANA OFFICE OF STATE PROCUREMENT (THE "STATE") IN WRITING OF THE NONCONFORMANCE AND SHALL PROVIDE THE STATE A PLAN TO ACHIEVE CONFORMANCE TO THE ACCESSIBILITY STANDARDS, INCLUDING BUT NOT LIMITED TO, AN INTENDED TIMELINE FOR CONFORMANCE. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE FROM ANY CLAIMS OR DAMAGES ARISING OUT OF ITS FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND MAY BE GROUNDS FOR TERMINATION OF THIS CONTRACT BY McNEESE STATE UNIVERSITY.

**21. INDEMNITY**

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

**22.** IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39: 2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

**23. FEDERAL CLAUSES, IF APPLICABLE**

**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.

**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.

**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).

**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.

**ANTI-LOBBYING AND DEBARMENT ACT**

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

**24. SECRETARY OF STATE REGISTRATION**

IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE, LA R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.

**25.** ALL BID AMOUNTS SHALL BE SUBMITTED IN UNITED STATES DOLLARS.

**26. INDEPENDENT PRICE DETERMINATION**

BY SIGNING AND SUBMITTING A BID, THE BIDDER CERTIFIES THAT THE PRICE SUBMITTED WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION.

**27. E-VERIFY**

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LA R.S. 23:995 AND FEDERAL LAW PERTAINING TO E-VERIFY IN THE PERFORMANCE OF SERVICES UNDER THE CONTRACT.

## INSURANCE REQUIREMENTS

A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED PRIOR TO WORKING ON CAMPUS AS FOLLOWS:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000.
2. AUTOMOBILE LIABILITY: \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY WORKERS' COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE.

**\*\*\*WORKERS COMPENSATION INDEMNITY\*\*\***

IN THE EVENT THE CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT THE CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

THE CERTIFICATE PROVIDED MUST INCLUDE MCNEESE STATE UNIVERSITY, BOX 92415, LAKE CHARLES, LA 70609, AS AN ADDITIONAL INSURED AND THE CERTIFICATE HOLDER.