



**McNEESE**  
STATE UNIVERSITY  
*A Member of the University of Louisiana System*

PURCHASING DEPARTMENT  
P. O. BOX 92415  
LAKE CHARLES, LA 70609  
PH: 337-475-5083  
FAX: 337-475-5082

**ADDENDUM 01**

**DATE: July 16, 2024**

***BID #D2500003 : SCHEDULED GENERATOR MAINTENANCE***

SCHEDULED TO OPEN ON **JULY 17, 2024 AT 2 :00 PM.**

\*\*\*\*\*

REVISIONS TO THE REFERENCED SOLICITATION/BID AS STATED BELOW:

- **DUE DATE HAS BEEN EXTENDED TO JULY 30, 2024 AT 2:00 PM.**
- **THIS CONTRACT IS TO BE A FULL MAINTENANCE CONTRACT IN LIEU OF PREVENTATIVE MAINTENANCE WHEREVER INDICATED. ALL COSTS ARE TO BE INCLUDED IN THE BID PRICE FOR MATERIALS, PARTS AND LABOR NECESSARY TO REPLACE PARTS AND/OR REPAIR THE GENERATORS NOTED WITHIN THE ATTACHED REVISED SPECIFICATIONS.**
- **ADDED SPECIFICATIONS UNDER “SEMI-ANNUAL INSPECTIONS AND FULL MAINTENANCE REQUIREMENTS” NUMBER IX.: OIL AND FILTER ARE TO BE CHANGED TWICE A YEAR.**
- **DEADLINE FOR INQUIRIES IS AT THE END OF THE DAY JULY 23, 2024.**
- **ALL OTHER SPECIFICATIONS REMAIN THE SAME.**

\*\*\*\*\*

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED SOLICITATION FOR BID.

**ACKNOWLEDGEMENT**: If you have already submitted your bid and this Addendum does not cause you to revise your bid, you must acknowledge receipt of this Addendum by identifying your business name and by signing where indicated. You may return this Acknowledgement with your bid or fax to (337)475-5091 or email to [debet@mcneese.edu](mailto:debet@mcneese.edu) or mail to the address above. The State reserves the right to request a completed Acknowledgement at any time. Failure to execute an Acknowledgement shall not relieve the bidder from complying with the terms of its bid.

Addendum Acknowledged / No Changes:

VENDOR NAME: \_\_\_\_\_

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

I APOLOGIZE FOR ANY INCONVENIENCE THIS MAY HAVE CAUSED.

DEBET HEBERT  
PROCUREMENT SPECIALIST  
McNeese State University

ADDENDUM 1

McNEESE STATE UNIVERSITY  
FULL MAINTENANCE OF  
EMERGENCY GENERATOR POWER SYSTEMS  
REVISED SPECIFICATIONS FOR BID D2500003

**DUE DATE EXTENDED: JULY 30, 2024**

Request for Bid for annual contract to provide scheduled full 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.

---

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.



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.

.....

**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.

.....

## **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 full 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 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 full maintenance shall be included in the bid price for materials, parts and labor necessary to replace parts and/or to repair the generators noted within this contract.

Semi-annual inspections and 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 FULL 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. Oil and filters
  - a. Oil and filters are to be changed twice a year.
- X. 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
- XI. 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 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 include in this contract to furnish all materials, parts and labor necessary to replace parts 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 Manage 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 23, 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.