

**SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE CAMPUS**

**REQUEST FOR BID**

**BID # 10327**

**September 23, 2024 @ 10:30 AM**

**PINKIE E. THRIFT HALL-STATE BLDG. # 02147**

**INTERIOR 2<sup>ND</sup> FLOOR RENOVATIONS**

**EXTERIOR CLEANING/REPAIRS**

**MANDATORY PRE—BID CONFERENCE  
AND SITE VISIT:  
LOCATION:**

**September 13, 2024 @ 10:30 AM**

**PINKIE E. THRIFT HALL**

**8444 Elton C. Harrison Drive**

**Southern University-Baton Rouge Campus 70813**

**Site Telephone No. 225-955-1464, 337-344-8634**

**DEADLINE TO SUBMIT INQUIRIES: September 17, 2024 by 5:00 PM**

**SUBMIT INQUIRIES TO: Linda Antoine  
Email: linda\_antoine@subr.edu**

**DEADLINE TO RESPOND TO INQUIRIES September 19, 2024 by 5:00 PM**

*Note: Responses to inquiries/addenda are posted on LAPAC (La State Procurement website)*

*LAPAC website: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>*

*It is the responsibility of the vendor to check LAPAC for addenda.*

**DEADLINE TO SUBMIT BID: September 23, 2024 @ 10:30 AM**  
**SUBMIT BID TO: Linda Antoine, Director  
Southern University Purchasing  
Department-P. O. Box 9534 or  
James L. Prestage Drive  
J. S. Clark Adm. Bldg. Annex, 1<sup>ST</sup>Floor  
Baton Rouge, LA 70813  
Telephone No. 225-771-2804 or 771-4587**

**ADVERTISEMENT  
REQUEST FOR BID  
BID #10327  
PINKIE E. THRIFT HALL  
STATE BUILDING # 02147  
INTERIOR/EXTERIOR REPAIRS-RENOVATIONS  
URGENT REPAIRS  
SOUTHERN UNIVERSITY AND A&M COLLEGE-BATON ROUGE  
SEPTEMBER 23, 2024 @ 10:30 AM**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, 8100 James L. Prestage Drive, J. S. Clark Administration Building Annex, South Entrance, First Floor East. Bidders are solely responsible for ensuring timely delivery of their bids. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

**MAIL OR HAND-DELIVER BID TO PURCHASING DEPARTMENT NO  
LATER THAN SEPTEMBER 23, 2024 @ 10:30 AM**

**Mandatory Pre-Bid Conference & Site Visit: September 13, 2024 @ 10:30 AM**  
**Site Visit Location: Pinkie E. Thrift Hall**  
**Address: 8444 Elton C. Harrison Drive**  
**(Southern University Campus)**  
**Baton Rouge, La 70813**  
**Site Visit Telephone Contact Numbers: 225-954-1464**

**Participants shall be in attendance by 10:30 a.m. and sign-in on sheet provided by the Purchasing Department.**

Bidders shall visit the site and be familiarized with the local conditions under which the work is to be performed. No additional compensation will be granted because of unusual difficulties, which may be encountered in the execution of any portion of the work.

Inquiries will be accepted until September 17, 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 will be posted on LAPAC-LA State Procurement website by September 19, 2024.

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.

All bids must be accompanied by bid security equal to **five (5%) percent of the sum of the base bid and all alternates, if applicable** and must be in the form of a certified/official check, cashier's check or bid bond, made payable to Southern University and A & M College. Surety represents that it is listed on the current U.S. Department of

the Treasury Financial Management Service list of approved bonding companies and that is listed thereon as approved for amount equal to or greater than the amount for which it obligates itself in this instrument. No bid bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful bidder shall be required to furnish a **Performance and Payment Bond** written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount and who is currently on the U.S. Department of the Treasury Financial Management Service List.

Bidders shall include the following on envelope of choice: company's name, address, Louisiana contractor's license number, bid number, bid opening date and time.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email 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 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 CAN BE OBTAINED BY ACCESSING THE LA STATE PROCUREMENT WEBSITE**

**<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>**

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director of Purchasing at (225) 771-2800 or email to [maryjane\\_spruel@subr.edu](mailto:maryjane_spruel@subr.edu)

The University reserves the right to reject all bids and to waive any informalities incidental thereto. Bids will be accepted only from contractors who are licensed under Louisiana R.S. 39:2150-2173 for the classification of: 72130000 General Building Construction; 72000000 Building and Construction, and Maintenance Services; 72131600 Commercial or Industrial Construction.

**SOUTHERN UNIVERSITY & A&M COLLEGE  
AN EQUAL OPPORTUNITY EMPLOYER  
Linda A. Antoine, Director of Purchasing  
DATES ADVERTISED:  
SEPTEMBER 6 & 10 & 12, 2024**

**JOB SITE VISIT**

**BID #10327**

**NAME OF PROJECT: INTERIOR/EXTERIOR REAIRS/RENOVATIONS**

**LOCATION: PINKIE E. THRIFT HALL**  
**SOUTHERN UNIVERSITY AND A & M COLLEGE**  
**BATON ROUGE, LOUISIANA**

**SITE VISIT DATE: SEPTEMBER 13, 2024 @ 10:30 AM**  
**LATE ARRIVALS CANNOT PARTICIPATE IN THE BID PROCESS**

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

**JOB SITE VISIT LOCATION:**

**PINKIE E. THRIFT HALL**  
**8444 Elton C. Harrison Drive**

**Southern University-Baton Rouge Campus 70813**  
**Site Telephone No. 225-955-1464, 337-344-8634**

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

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

**Note:** Questions not answered at Site Visit or any additional questions shall be submitted in writing to the Director of Purchasing, Linda A. Antoine at [linda\\_antoine@subr.edu](mailto:linda_antoine@subr.edu).

**Note:** Responses to inquiries/Addenda are pasted on LaPAC (LA Procurement Website)

LA State Procurement website:

<https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

**It is the responsibility of the vendor to check LAPAC for addenda.**

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

\_\_\_\_\_  
SIGNATURE

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** **Southern University and A&M College**  
Post Office Box 9534  
James J. Prestage Dr-J.S. Clark Adm. Bldg. Annex  
Baton Rouge, LA 70813

**BID FOR: Bid Number 10327**  
Interior 2nd Floor &/Exterior Repairs  
Pinkie E. Thrift Hall  
Southern University and A&M College  
Baton Rouge Campus

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Purchasing Department 9/3/24

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) N/A \_\_\_\_\_.

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

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description, *not applicable*

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

**EMAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

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

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

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

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

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

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

Liquidated Damages: **\$150 per day.**

**5% Bid Security: XX YES** (shall be included with bid)

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

Successful bidder will be notified by letter to secure Performance and Payment Bond up to 100% of cost.

(check here) \_\_\_\_\_ Board Resolution included or Secretary of State Registration

**A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5) or Secretary of State verification.

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

The Unit Price Form shall be used if the contract includes unit prices. **Otherwise it is not required and need not be included with the bid.** The number of unit prices that may be included is not limited and additional sheets may be included if needed.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

TO: Southern University and A&M College  
 Post Office Box 9534  
 James J. Prestage Dr.-J. S. Clark Administration Bldg. Annex  
 Baton Rouge, LA 70813

BID FOR: Bid Number 10327

### PINKIE E. THRIFT HALL RENOVATIONS 2<sup>ND</sup> FLOOR & EXTERIOR

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			

Wording for "DESCRIPTION" is to be provided by the Owner.  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

# Pinkie E. Thrift Hall-2nd Floor Renovations Bid Number 10327

## Specifications

### HALLWAY

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (16 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Repair top of brick wall
- \*Stain/varnish door slab and paint metal frame (20 ea)
- \*Clean floors
- \*Automatic lighting Feature

### STAIRS LOBBYS

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (8 ea)
- \*Seal prime then paint walls
- \*Automatic lighting Feature
- \*Add (20 tv outlet
- \*Electrician to wire outlets

### OFFICE 201

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (6 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls\*Stain/varnish door slab and paint metal frame
- \*R&R Carpet tile Glue down
- \*Cove base
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 202

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (12 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*Clean floors
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 204

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (15 ea)

## Pinkie E. Thrift Hall-2nd Floor Renovations Bid Number 10327

- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*R&R Carpet tile Glue down
- \*Cove base
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 206

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (15 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*Clean floors
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 208

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (12 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*Clean floors
- \*(15) outlets
- \*Relocate wiring for (1) outlet on front wall
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 209

- \*R&R LED square lay in 2x4 light fixtures (12 ea)
- \*Repairs VCT broken pieces
- \*Clean floors
- \*Content Manipulation
- \*Automatic lighting Feature

### OFFICE 213 & 213A

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (18 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*Clean floors
- \*Content Manipulation
- \*Automatic lighting Feature



## Pinkie E. Thrift Hall-2nd Floor Renovations Bid Number 10327

### OFFICE 215

- \*Replace damaged tiles on Drop ceiling
- \*Clean Suspended ceiling grid
- \*R&R LED square lay in 2x4 light fixtures (6 ea)
- \*Drywall minimum repairs
- \*Seal prime then paint walls
- \*Stain/varnish door slab and paint metal frame
- \*Clean floors
- \*Content Manipulation
- \*Automatic lighting Feature

### Bid Includes:

- \* Floor protection - cardboard and tape. Protect all floors where the traffic of work is going to be performed
  - \* Mask and prep for paint - plastic. To protect items not involved in the scope
  - \*General clean - up
- Total area to be addressed including stairs is 9923 sq.ft.

### DEBRIS REMOVAL

Debris Haul off/Dumpster

**Pinkie E. Thrift Hall-Exterior Cleaning/Repairs  
Bid Number 10327**

**Specifications**

**FRONT ELEVATION**

- \*Pressure wash clean
- \*Plaster/stucco repairs on front facade columns
- \*Plaster/stucco repairs on main entrance soffit
- \*Seal and paint to match Soffit, Plaster/stucco walls and columns
- \*Clean and prepare metal handrails. Entry and ramp
- \*Paint metal handrails

**RIGHT ELEVATION**

- \*Pressure wash clean
- \*Plaster/stucco repairs on right facade walls.  
(redash bottom part of the wall sand texture)
- \*Plaster/stucco repairs on main entrance soffit
- \*Seal and paint to match Soffit, Plaster/stucco walls
- \*Clean and prepare metal handrails. Entry and ramp
- \*Paint metal handrails
- \*Rust inhibitor and clean exterior door.
- \*Prepare and seal exterior door
- \*Paint exterior door

**REAR ELEVATION**

- \*Pressure wash clean
- \*Plaster/stucco repairs on rear facade walls.  
(redash bottom part of the wall sand texture)
- \*Plaster/stucco repairs on main entrance soffit
- \*Seal and paint to match Soffit, Plaster/stucco walls and columns
- \*Rust inhibitor and clean exterior door.
- \*Prepare and seal exterior door
- \*Paint exterior door

**Bid Includes:**

- \*Boom lift - 26' platform reach
- \*Equipment Setup & Take down
- \*Debris removal
- \*Job Site Clean up

**SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE CAMPUS  
REQUEST FOR BID**

**PROJECT: 2<sup>ND</sup> FLOOR RENOVATIONS & EXTERIOR WORK**

**BID DUE DATE: SEPTEMBER 23, 2024**

**BID # 10327**

Bids submitted are subject to provisions of but not limited to La.R.S.38 Purchasing Rules and Regulations; Executive Orders; and the General Terms and Conditions, 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.

**BIDS MAY BE SENT BY MAIL OR HAND-DELIVERED TO:**

**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 Drive  
J. S. Clark Administration Building  
Baton Rouge, Louisiana 70813

**MANDATORY PRE-BID CONFERENCE & SITE VISIT: SEPTEMBER 13, 2024 @ 10:30 AM**

**INQUIRIES:**

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.**

**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 (if mailed)**

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 and date of bid opening, and license number, if applicable.*

Bidder is responsible for means of delivery of bid.

**Louisiana Contractors License Number shall be placed on the outside of the envelope.**

**3. Standards of Quality**

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

**4. Descriptive Information**

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

**Document will be included with the successful vendor's contact.**

**5. ON-CAMPUS ATTENDANCE REQUIREMENTS (COVID-19)**

The Center for Disease and Control (CDC) recommends social distancing and wearing masks to prevent the spread of the Corona Virus (COVID-19).

**6. Prices**

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.

**7. Payment Terms**

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

**8. Deliveries**

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

**9. Vendor Invoices**

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.

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

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

**11. New Products**

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

**12. Contract Renewals, Multi-Year Contracts (if applicable)**

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

**13. Contract Cancellation**

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

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

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

**15. Fiscal Funding Clause (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.

**Document will be included with the successful vendor's contact.**

- 16. Default of Contactor**  
Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 17. Order of Priority**  
In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.
- 18. 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.
- 19. Certification of No Suspension or Debarment (\$25,000 or more)**  
By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.sam.gov](http://www.sam.gov).  
     Federal Funded       Non-Federal Funded
- 20. 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.
- 21. 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.
- 22. 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  
**Prohibition of Discriminatory Boycotts of Israel**  
In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.
- 23. 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.
- 24. 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)**
- 25. Davis-Bacon Act (\$2,000 or more)**  
Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)**  
     Federal Funded       Non-Federal Funded
- 26. Small Business Entrepreneurship Programs**

Document will be included with the successful vendor's contact.

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. Businesses include minority and women.

**27. 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.

**28. 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.

**29. Equal Opportunity Employer**

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 12414, 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.

**30. 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.

**31. 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.

**32. 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).

**33. On-Campus Attendance Requirements (COVID-19)**

The Center for Disease and Control (CDC) recommends social distancing and wearing of masks to prevent the spread of the Coronavirus (COVID19). Persons visiting Southern University are required to wear a mask/face covering and stay at least 6 feet between yourself and others, even when you wear a face covering.

**34. 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.

**35. 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

Document will be included with the successful vendor's contact.

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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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).

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

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

**47. Signature Authority**

**A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)**

Document will be included with the successful vendor's contact.

**A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.**

**48. ADDITIONAL REQUIREMENTS**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS; THE PROJECT SPECIFICATIONS, AND SHALL COMPLY WITH APPLICABLE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCREPANCIES PRESENTED IN THESE PLANS PRIOR TO THE START OF WORK.
3. ALL WORK WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED SHALL BE CONSIDERED UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR AND WHO WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT IDENTIFIED IN THE PLANS.
6. OWNER SHALL PROVIDE WATER FOR CLEANING OPERATIONS FROM ANY FIRE HYDRANT AT NO COST TO THE CONSULTANT.

**THIS DOCUMENT IS FOR INFORMATION PURPOSES**

**Document will be included with the successful vendor's contact.**



## **INSURANCE REQUIREMENTS**

**Southern University and A&M College**

PINKIE E. THRIFT HALL

2<sup>ND</sup> FLOOR & EXTERIOR

BID # 10327

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. **A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.**

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of **\$1,000,000 and a minimum general aggregate of \$2,000,000**. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

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

#### **1. General Liability and Automobile Liability Coverage**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

#### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **3. All Coverage**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that 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, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

***Maritime (Jones Act and LHWCA) needed when work is performed over navigable bodies of water***

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**NOTE: SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE WITH SOUTHERN UNIVERSITY AS THE CERTIFICATE HOLDER  
SOUTHERN UNIVERSITY AND A&M COLLEGE  
PO BOX 9534-BATON ROUGE, LA 70813  
225-771-4587**