

SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE CAMPUS

REQUEST FOR BID  
***LAWN/LANDSCAPE MAINTENANCE SERVICES***  
***BID NUMBER 10330***

SCHEDULE OF EVENTS

Examination of Site (Mandatory)  
January 21, 2025 @ 10:30 a.m.

Location of Site Visit: Benjamin Kraft Physical Plant Building  
Multi-Purpose Room  
James L. Hunt Drive Ph. (225) 771-4740 or 771-4743

Deadline to Submit Inquiries:  
January 27, 2025 by 5:00 p.m.  
Submit Inquiries to:  
Linda Antoine at linda\_antoine@subr.edu

Deadline to Respond to Inquiries:  
January 31, 2025 by 5:00 p.m.

**Deadline to submit bid: February 7, 2025 by 10:30 a.m.**

Submit bid to:

Linda A. Antoine  
Director of Purchasing  
Post Office Box 9534

or

James L. Prestage Drive  
J. S. Clark Administration Building Annex, 1<sup>st</sup> Floor  
Baton Rouge, LA 70813  
Ph (225) 771-4587  
Fax (225) 771-2026

***Use link to submit proposal online:***

*Electronic system to submit RFQ:*

<http://www.sus.edu/bidcertification>

**ADVERTISEMENT-REVISED**  
**REQUEST FOR BID**  
**BID #10330**  
**LAWN/LANDSCAPE MAINTENANCE SERVICES**  
**SOUTHERN UNIVERSITY AND A&M COLLEGE-BATON ROUGE CMPUS**  
**FEBRUARY 7, 2025 @ 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.

*Use link to submit proposal online:*

*Electronic system to submit RFQ:*

<http://www.sus.edu/bidcertification>

**MAIL OR HAND-DELIVER BID TO PURCHASING DEPARTMENT NO  
LATER THAN 10:30 AM-FEBRUARY 7, 2025**

**Site Location corrected**

**Mandatory Pre-Bid Conference & Site Visit: January 21, 2025 @ 10:30 am**

**Site Visit Location: Benjamin Kraft Physical Plant Building-515 James L. Hunt  
Street-Baton Rouge Campus**

**Baton Rouge, La 70813**

**Site Visit Telephone Contact Numbers: 225-771-2143, 225-235-4969, 225-771-4741**

**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 January 27, 2025 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 January 31, 2025 by 5:00 pm

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.

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 for the classification of: 72000000 General Building Construction; 72000000 Building and Construction, and Maintenance Services; 62102900 Grounds Maintenance Services.

**SOUTHERN UNIVERSITY & A&M COLLEGE  
AN EQUAL OPPORTUNITY EMPLOYER  
Linda A. Antoine, Director of Purchasing  
DATE ADVERTISED:  
**JANUARY 13, 2025****

**JOB SITE VISIT**

**NAME OF PROJECT: LAWN/LANDSCAPE MAINTNENACE SERVICES**  
**SOUTHERN UNIVERSITY AND A & M COLLEGE**  
**BATON ROUGE, LOUISIANA**

**MANDATORY SITE VISIT DATE: JANUARY 21, 2025 @ 10:30 AM**

**Bid # 10330**

**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:**

Physical Plant Building/Benjamin H. Kraft Building  
 515 James L. Hunt Street  
 Southern University-Baton Rouge Campus 70813  
 Site Telephone No. 225-771-4741, 225-235-4969

*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.

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

<https://wwwcfprd.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**

# REQUEST FOR BID – LAWN/LANDSCAPE MAINTENANCE SERVICES

- **Residential Life/Housing (Dormitories) Area (A)**
- **Smith-Brown Memorial Union (B)**
- **Scott's Bluff (C)**
- **Athletic Areas (D)**

Specifically, the areas from a boundary from the north side of Harding Blvd to the west edge of the of the railroad tracks; to the south side of Swan St. and concluding with the areas on the east side of A. W. Mumford Stadium. This area **DOES NOT** include athletic fields in this area.

## **Scope of Work:**

Work includes, but is not limited to providing all labor, materials, equipment, tools and services to provide a full and professional landscape lawn maintenance on property owned by Southern University.

**Contractor shall furnish all equipment, fuel and supplies needed to provide services per specifications.**

**In general, the work shall include the following services:**

- **Horticulture care of trees and shrubs**

Any tree or shrubs in the assigned areas that seem to be not healthy is to be reported to the SU Grounds Department. Cut/remove trees or shrubs, if necessary.

- **Pruning**

Contractor is to monitor shrub heights and elevations of tree limbs to maintain a safe distance and clear passage for pedestrians. All Live Oaks and other trees of that genre are to be regularly cleared of deadwood, suckers and other internal limbs up to a radius of 15' – 20' from the base to drip edge.

- **Fertilization**

A scheduled application of fertilizers and seasonal weed control shall be administered on an annual basis to insure overall health and strength of all lawns. Aeration, thatching and other means for fertilization is to be utilized.

- **Insect and disease control**

Any areas that insects are observed, either on the ground or overhead, shall be sprayed for eradication and control. In addition, grass diseases shall be addressed as soon as they are observed and reported to SU Grounds Department.

- **Turf mowing**

The turf shall be mowed regularly in the growing season at least once a week, or more after excessive rains. Mowing shall include, but not limited to, mowing, blowing and edging (along sidewalks, around buildings, trees and flower beds, etc). Contractor to blow all roads, sidewalks and parking lots free of grass clippings, leaves and other debris from lawn maintenance.

- **Mulching**

Once the growing season stops, the Contractor is to be expected to blow all leaves into the lawn and then mulch the leaves away from all sidewalks and drives.

- **Tree and stump removal**

Contractor to submit separate costs for tree and stump removal on the campus. Any tree removals in the middle or high traffic areas of the campus shall have tree removed, stump ground, back filled with topsoil then covered with St. Augustine grass squares.

- **Weed control**

Contractor to supply and apply adequate herbicides to control weed growth in the selected lawns on campus. Clean sidewalks

- **Debris removal**

All trash and other debris discovered in the covered areas shall be removed from the lawn on each visit and disposed of properly.

- **Seasonal color plantings/Flower Bed Maintenance**

Contractor plant seasonal foliage in selected flower beds and maintain. Beds are expected to full of color by the spring season and last through the summer.

- **Irrigation monitoring where available**

- **Work includes trimming around the lake located behind the Smith-Brown Union**

**Work:**

This contract is based on a weekly schedule for landscape lawn maintenance management program designed to provide one or more of the following services as needed.

**Mowing Services**

- Mowing height to be based on season and what is horticulturally correct for the turf variety
- Cutting shall not be limited to such frequency in the event additional cutting are required to maintain the lawn in the manner acceptable to maintenance representative (max. height 2.5 to 3)
- Never scalp the lawn or remove more than one third (1/3) of the existing top growth in one mowing
- Any visible or unsightly clipping which remains on turf shall be removed following mowing

**Turf Maintenance -Mowing, edging, blowing, string trimming of lawn areas**

**Herbicide Chemical Application**

Contractor is hereby granted permission to use such herbicide chemicals as found necessary and advantageous. Contractor shall notify Owner/SUBR when herbicides are used.

- All herbicides shall be applied by a properly licensed and approved chemical applicator.
- Contractor shall assume liability for damages and/or injury for use of these products or equipment. Owner shall be notified in writing prior to application and be advised of any danger associated with the use of these products.
- Herbicide spray shall be used to prevent growth in paved areas or areas where vegetated growth is not permitted.
- Contractor shall strictly adhere to chemical manufacturer application used for cleanup and directions. Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage and/or damage to wildlife.

- Contractor shall provide Owner with all Material Safety Data Sheets for all chemicals used on the property prior to usage of the chemical or product containing the chemical if needed.
- Contractor shall satisfy and comply with any and all regulatory agencies in the handling, application, disposal and storage of all chemical and/or hazardous chemicals.
- Contractor shall notify Owner in the event of any unusual circumstances regarding plants determination, wildlife death (mammal, fowl or fish) or other abnormal occurrences.
- Contractor shall be responsible for any damage incurred by the improper use, storage, or application of all chemicals or substances used on the premises.

### **Equipment**

- Equipment shall be in good working condition and possess all safety features. Replacement equipment shall be available immediately to ensure jobs are completed as specified

**Roadway maintenance** - The roadways shall be mechanically swept or blown clean twice a month and in addition, all clippings generated from mowing shall be promptly removed with each event.

### **Debris Removal**

Paper, glass, cans, plastic, and tree branches shall be removed from the designated area during service. All walkways shall be kept clear of debris from the maintenance operation.

### **Herbicide Application**

Contractor is hereby granted permission to use such herbicide chemicals as found necessary and advantageous. Contractor shall notify Owner/SUBR when herbicides are used.

- All herbicides shall be applied by a properly licensed and approved chemical applicator.
- Contractor shall assume liability for damages and/or injury for use of these products or equipment. Owner shall be notified in writing prior to application and be advised of any danger associated with the use of these products.
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- Contractor shall satisfy and comply with any and all regulatory agencies in the handling, application, disposal and storage of all chemical and/or hazardous chemicals.
- Contractor shall notify Owner in the event of any unusual circumstances regarding plants determination, wildlife death (mammal, fowl or fish) or other abnormal occurrences.
- Contractor shall be responsible for any damage incurred by the improper use, storage, or application of all chemicals or substances used on the premises.

- Trees, shrubs, flowers or turf that are damaged or killed due to contractor operation, chemical or negligence shall be replaced at no expense to the owner/SUBR

### **Code of Standards:**

The contractor shall be responsible for complying with regulations of all SUBR, state and federal agencies having jurisdiction over any portion of the work to be performed under this contract.

The Contractor as a minimum, shall meet or exceed the applicable requirements of the latest revision of the following code and specification published by the following organization:

- **DOT Department of Transportation**
- **EPA Environmental Protection Agency**
- **OSHA Occupational Safety and Health Act**

It is not the intent of these specifications to restrict the contractor's work. The contractor shall be totally responsible for the work. These specifications are the minimal requirements acceptable to SUBR.

### **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 has determined the contractor to be at 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.

### **Applicable Laws**

All contracts will be construed in accordance with and governed by the laws of State of Louisiana.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

### **Coordination of Work:**

Contractor shall be responsible for the coordinating all work to be performed under this project with the SUBR Department of Landscaping Services, (Mr. Henry Thurman) who can be reached at phone number (225)771-4740 or (225)771-4741 or [henry\\_thurman@subr.edu](mailto:henry_thurman@subr.edu).

### **Contractor Work Hours:**

All normal work for this contract shall be performed during normal daylight hours. Any exception will require the written approval of the Director of Landscaping Services, Mr. Henry Thurman. Work may be required on weekends to avoid interruptions on the SUBR Campus. Normal work hours shall be between the hours of 7:00 AM and 5:00 PM Monday – Friday.

### **Supervision and Labor**

The Contractor shall provide a competent supervisor satisfactory to the SUBR Landscaping Service authorized to act for the contractor. The supervisor shall report to the Southern University



Director of Landscape. The Contractor shall promptly remove from the work site and SUBR premises any supervisor or employee whose work or conduct is not satisfactory to the SUBR Landscape Director.

The Contractor’s supervisor shall be on the premises at all times during working hours and in charge of the work on behalf of the Contractor.

The Contractor shall enforce strict discipline and good or among the Contractors employee. The Contractor shall exercise the necessary supervision and control to prevent Contractors employees from violating any rules and regulations. Fraternizing with faculty, staff and students should be kept to a minimum.

**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.

**Insurance Requirements**

Contractor shall maintain insurance coverage for duration of contract per insurance requirements. The Vendor shall supply proof of insurance and shall comply with all applicable federal, state, and local laws governing licensing, employment, safety of labor for the services and by any other person or entity performing the services or any part of the services on or for this contract.

The Vendor must have a minimum of \$1,000,000 in liability insurance, with Southern University and A&M College as the Certificate Holder.

**Fair Labor Standards Act (if applicable)**

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establish 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)

**Small Business Entrepreneurship Programs**

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

**Equal Opportunity Employer**

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

### **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 campus; 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.

### **Prohibition of Discriminatory Boycotts of Israel**

In accordance with LA 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 the contract.

### **Prosecution of Work**

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the project 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).

**Examination of Site:** It is the bidder's responsibility prior to submitting a bid price on this project to inspect the job site and acquaint themselves with all the conditions under which the work will be done. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work. If vendor finds conditions that disagree with the specifications as described in this quotation, or other features of the specifications that appears to be in error, same shall be noted. Written inquiries shall be submitted by January 27, 2025 by 5:00 p.m. to Linda A. Antoine-Director of Purchasing at linda\_antoine@subr.edu. *Site visit is recommended.*

Only written inquiries to Linda A. Antoine, Director of Purchasing are valid.

**Mandatory Site visit is scheduled January 21, 2025 at 10:30 a.m.-Physical Plant-Benjamin Kraft Building with Mr. Henry Thurman. You can reach Mr. Thurman or office at (225) 771-4740 or (225) 771-4741 or henry\_thurman@subr.edu for directions**

### **Contractor Care Custody and Control**

Upon commencement of work shall be fully responsible for the care custody, and control of the work until it has been completed. During the period of work, contractor shall protect the property from all potential hazards.

### **Safety**

The successful contractor agrees to adhere to and enforce all applicable SUBR, state, federal and OSHA safety regulations.

Any accidents, injury, fire or other incident of a serious nature or incidents that require emergency response must be reported immediately to the **S.U. Police Department at 225-771-2770.**

### **Environment Protection:**

The Contractor shall protect rivers, canals, storm drains and ditches from contamination, sediments run off, construction debris and other damages.

If material, equipment or debris is sunk in river or canal, mark location to warn traffic and notify the SUBR Landscaping Services and promptly recover sunken object.

Soil erosion and sediment control provisions and maintenance shall be in accordance with SUBR, state and federal guidelines as required.

In case of spill or release of any sort, Contractor shall immediately notify SUBR Landscaping Services environmental response coordinator at **(225)771-4740.**

### **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 508 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.

### **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.

**Debris:**

Do not permit debris or unsalvageable material result from the work to accumulate on the work site.

- Remove debris as rapidly as it accumulates
- Do not dispose debris near water way or drains
- Provide for offsite disposal area, if required

**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.

**Maintaining Traffic:**

Accomplish work with minimum interference to pedestrians and vehicular and adjacent streets and highways.

**Use of Site**

Contractor shall not enter any of the tenant warehouses or buildings without authorization from SUBR Landscaping Services Director.

Unless otherwise approved by SUBR Landscaping Service, Contractor shall confine activities to the immediate work project site.

Contractor shall not unreasonably encumber the work area with material or equipment.

Contractor shall keep the work area clean at all times and shall promptly remove waste material or rubbish.

**General Conditions:**

All contractor personnel is expected to work in a manner which will maintain the security and best interest of Southern University and A&M College, hereafter referred to as the Owner/University. The University reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable, or any person whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the University. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner, and will not permit the facility placed at his disposal to be used for purposes other than those specified herein.

**Contractor Performance:**

The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on site as to not interfere with the users' access to entrance to buildings and parking facilities.

Absenteeism - the contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications, regardless of employee absenteeism.

**Contractor Qualifications:**

The Contractor must be an established business having at least five (5) years satisfactory experience in the lawn service business.

Each bidder should attach an Organization Profile of their company. This description is to include, but is not limited to, the following information:

- 1) The year the company was formed
- 2) Total number of businesses and/or comparable facilities under contract (at least five (5) in the last three years) See Attachment A
- 3) Total number of employees (full-time and part-time), as well as management personnel.

**ADDITIONAL QUALIFICATIONS/REQUIREMENTS:**

The vendor must be registered with the Louisiana Secretary of State. The vendor must have a state arborist, and/or horticulture/landscape license and license to work on irrigation systems. Louisiana Department of Agricultural & Forestry requires an Arborist License to make recommendations or execute tree removal, pruning, trimming, cabling, fertilization and cavity work

The Contractor is to contract for services and employment in his firm's name only and will not implicate the University directly or by inference in these transactions. The Contractor is to be in all respects, an independent contractor, and none of his employees shall be regarded as employees of the University.

The Contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the Contract unless approval is received by the University.

**Terms**

**The contract shall be effective from March 1, 2025 to June 30, 2025 and July 1, 2025-June 30, 2026 with the option of the University and acceptance by the Contractor, the contract may be renewed for two (2) additional twelve-month periods at the same terms and conditions. In the event renewal at the same terms and conditions are not acceptable to the Contractor or the University, the party in disagreement is required to notify the other party thirty (30) days prior to the lapse of the lease.**

*This contract is not an agreement to outsource Landscaping Services at Southern University. This agreement is to assist the Landscaping Department when needed. A specified number of cuts or services cannot be guaranteed. The University will inform contractor when services are needed.*

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval from the Southern University Purchasing Department. If, because of reasons beyond the control of the University (e.g. fire), business operation in any or all of the facilities should be interrupted or stopped, the University shall have the right to terminate this Contract upon ten (10) days by certified written notice without any penalty thereof.

### **Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect 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 are not appropriated.

### **Termination for Cause**

The University 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 University 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, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University 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 State 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 University to cure the defect.

### **Termination for Convenience**

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

**Appearance**

All workers must display a professional, courteous demeanor at all times and report any incidents to the supervisor. All workers must be well groomed.

For safety measures, excessive jewelry is not allowed for male or female workers. The Southern University-Baton Rouge Police Department and/or the Physical Plant Department shall at any time have the right to request the removal of any worker deemed unacceptable from the campus for cause.

**Uniforms**

All workers must report in uniform or clothing to identify workers. The uniform or clothing must have the company name/logo prominently displayed.

**Request for Bid  
Lawn/Landscape Maintenance Services  
VENDOR INFORMATION**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

TITLE \_\_\_\_\_

LICENSE NUMBERS AND TYPES: (place license numbers on outside of envelope)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Contractor shall submit price for each area. Prices shall include use of equipment, fuel, supplies, and labor needed to provide services per specifications.  
Services will be requested once a week or as needed*

**Residential Life-Housing/Dormitory Areas (Area A)**

\$ \_\_\_\_\_ per week

**Smith-Brown Memorial Union (Area B)**

\$ \_\_\_\_\_ per week

**Scott's Bluff (Area C)**

\$ \_\_\_\_\_ per week

**Athletic Areas (Area D)**

\$ \_\_\_\_\_ per week

*Work for the four (4) areas shall be completed within three (3) days. Extension of time will be granted for inclement weather.*



**LIST OF COMPANIES CONTRACTED WITH IN PAST FIVE (5) YEARS**  
*5 REFERENCES*

**1.COMPANY** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
CONTACT \_\_\_\_\_

**2.COMPANY** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
CONTACT \_\_\_\_\_

**3.COMPANY** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
CONTACT \_\_\_\_\_

**4.COMPANY** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
CONTACT \_\_\_\_\_

**5.COMPANY** \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

## **GENERAL TERMS & CONDITIONS**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, J. S. Clark Administration Building Annex, South Entrance, 1<sup>st</sup> Floor East or you may upload your bid along with pertinent documents until the date indicated for the following:

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

### **LAWN/LANDSCAPE MAINTENANCE SERVICES**

**BID NUMBER 10330**

**Bids should be mailed to:**

**Southern University  
Purchasing Department  
Post Office Box 9534-JS Clark Adm. Bldg,  
Baton Rouge, Louisiana 70813**

***Ph. 225-771-4587 or 771-2804***

**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**

***Use link to submit proposal online:***

*Electronic system to submit RFQ:*

<http://www.sus.edu/bidcertification>

Bids submitted are subject to provisions of but not limited to La.R.S.38:2212 Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT [WWW.LEGIS.STATE.LA.US](http://WWW.LEGIS.STATE.LA.US)

- **DEADLINE TO SUBMIT BID: FEBRUARY 7, 2025 at 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.** Likewise, the University will only consider communication from bidders, signed and in writing, either by:

**INSTRUCTIONS TO BIDDERS**

**1. Bid Forms**

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

Bid containing no signature indicating intent to be bound

- (1) Bid filled out in pencil
- (2) Bid not submitted on University standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered.

**2. Envelope**

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the *company's name, complete address, bid number, time 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.**

*If you email your bid, the Louisiana Contractor's License shall be placed on the provided bid forms.*

**3. Standards of Quality**

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

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

#### **4. Descriptive Information**

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

#### **5. 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.

#### **6. 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**.

#### **7. Deliveries**

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

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

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.

**13. 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.

**14. 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.

**15. Order of Priority**

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

**16. 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.

**17. 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

**18. 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.

**19. 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.

**20. 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.

**21. Mutual Indemnification**

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

## 22. 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)**

## 23. 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

## 24. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website. Businesses include minority and women.

## 25. 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.

## 26. 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.

## 27. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 12448, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

## 28. 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.

## 29. Vendor Forms/SU Signature Authority

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

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.

**30. 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).

**31. 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.

**32. Termination for Cause**

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

**39. Bonds**

The University reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000

**40. 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.

**41. 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.

**42. 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.

**43. 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).

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

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

**45. 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)**

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

**NOTES:**

Where applicable, Contractor shall contact Louisiana One Call to notify of any underground utilities operators or facilities of your intent to dig or demolish.

All work shall be in accordance with plans, specifications and shall comply with applicable local and state building codes as well as all regulatory agency requirement and laws.

Contractor shall notify the Engineer and/or Architect of conflicts or discrepancies prior to start of work

All work whether shown or implied, unless specially questioned shall be considered understood in all respects by the general contractor and who will be responsible for any misinterpretations thereof.

VENDOR INFORMATION

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_



By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

**INSURANCE REQUIREMENTS**  
**Southern University and A&M College**  
**Lawn/Landscape Maintenance Services**  
**BID # 10330**

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**