

LEASE OF LAND
CELLULAR TOWER SITE
Southern University and A&M College
BATON ROUGE CAMPUS
FEBRUARY 14, 2025
10:30 AM (CT)



SCHEDULE OF EVENTS

Pre-bid Conference & Site Visit (Mandatory)	January 24, 2025 @ 10:30 AM
Site Visit Location	Physical Plant Department Benjamin H. Kraft Building 515 James L. Hunt Street Southern University Campus
Site telephone numbers	225-771-4741, 225-771-6241 or 225-235-4969
Deadline to submit inquiries	January 29, 2025 by 5:00 PM
Submit Inquiries to: Linda Antoine, Director of Purchasing Purchasing at linda_antoine@subr.edu	
Deadline to respond to inquiries	February 4, 2025 by 5:00 PM
<i>Deadline to submit proposal</i>	<i>February 14, 2025 @ 10:30AM</i>

*Note: Responses to inquiries/Addenda are pasted on LaPAC (LA Procurement Website): <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>
It is the responsibility of the vendor to check LAPAC for addenda.*

LEASE OF LAND FOR CELLULAR TOWER SITE

INFORMATION FOR PROPOSERS
AND GENERAL CONDITIONS

PROPOSAL: Proposals MUST BE SIGNED IN INK.

DELIVERY OF PROPOSALS: The proposal is to be placed in an envelope of your choice, which is to be sealed and marked "Proposal" with name and number of proposal and time and date of proposal opening, also giving the name and address of the proposer and license number, if applicable.

Proposals must be delivered or mailed to the Southern University Purchasing Department, J. S. Clark Administration Building, First Floor, James L. Prestage Drive, Baton Rouge, Louisiana 70813, not later than time and date as shown on cover page of this solicitation. Proposals may also be upload.

Use link to submit proposal online:

Electronic system to submit RFQ:

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Purchasing Department is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Any proposal received after proposal opening time will be returned unopened. The University cannot accept proposals by fax. Any addenda, if applicable, are to be acknowledged and returned with the proposal. The University reserves the right to reject any or all proposals and to waive informalities.

ACCEPTANCE OF PROPOSAL: Only the issuance of a signed acceptance of proposal constitutes acceptance on the part of the University.

AWARD: Award will be made to the responsible and responsive proposer(s) submitting the highest acceptable offer, taking into consideration such factors as terms and conditions and conformity with the specifications, etc.

PERFORMANCE & PAYMENT BOND: Successful proposal will be required to submit performance & payment bond and insurance.

PAYMENT: Payment by the awarded Proposer(s) will be in accordance with Agreement terms.

REQUEST FOR PROPOSAL # 50016-10331

REQUEST FOR PROPOSAL FOR LEASE OF LAND FOR CELLULAR TOWER SITE(S) ADMINISTRATIVE AND GENERAL INFORMATION

Background

Southern University and A&M College is located in Baton Rouge, Louisiana. The Baton Rouge campus is located on Scott's Bluff overlooking the Mississippi River in the northern section of the City of Baton Rouge. The campus encompasses 512 acres, with an agricultural experimental station on an additional 372-acre site, located five miles north of the main campus.

The University owns or controls certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at vacant pasture land access directly from Mills Street, portion of Southern University and A & M College campus, being a 75' x 75', 5625 square feet, in the Parish of East Baton Rouge, State of Louisiana (collectively, the "Property"/"Premises"). Vendor will be allowed to use a portion of the Property in connection with its federally licensed communications business. The University desires to grant to Vendor the right to use a portion of the Property, which said portion.

Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by R.S. 41.1211 et seq. for the lease of land for use of space for cellular tower site from bona fide, qualified proposers.

Goals and Objectives

The University desires to contract with the responsible and responsive proposer(s) offering the highest acceptable proposal for the non-exclusive use of this/these space(s).

All Times are Central Standard
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It is the responsibility of the vendor to check LAPAC for addenda.*

Mandatory Site

A mandatory site visit is being held at the Southern University Baton Rouge Campus. Prospective Proposers shall participate in the pre-bid conference and site visit to obtain clarification of the requirements of the RFP.

Although impromptu questions will be permitted and spontaneous answers will be provided during the visit, the only official answer or position of the University will be stated in writing in response to written questions. Written inquiries shall be submitted to Linda Antoine, Director of Purchasing at the Southern University

Proposal Response Format

Proposal submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to enter into an Agreement with 'the University. By signing the letter and/or proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S. 39:1594 (Act 121). The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Please provide the appropriate signature authority document with bid

Number of Response Copies

Each Proposer shall submit two (2) signed original response.

Legibility/Clarity

Responses to the requirements of this RFP are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

Confidentiality

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and

will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

However, the University reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing personnel, requesting RFP Department Staff, or other agencies or organizations for the sole purpose of assisting the University in its evaluation of the proposal. The University shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Interpretation of Documents

If any proposer submitting a proposal is in doubt as to the meaning of any part of the specifications, proposer may submit a written request for interpretation. Such request shall be received in the Purchasing Department no later than seven (7) calendar days prior to the opening of proposals. Such written request may be sent by email to linda_antoine@subr.edu or by fax to 225-771-2026. Any official interpretation of the documents shall be made by Addenda only, issued by the Purchasing Department, and a copy of such Addenda will be mailed or delivered to each person receiving a set of the documents. The University will not be responsible for any other explanation of the documents.

The University shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our customers. The University reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any University employee or University consultant.

Errors and Omissions in Proposal

The University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in proposals by the University or the Proposer. The University, at its option, has the right to require clarification or additional information from the Proposer.

Changes, Addenda, Withdrawals

REQUEST FOR PROPOSAL # 50016-10331

The University reserves the right to issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.

Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Purchasing contact.

Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the RFP.

Waiver of Administrative Informalities

The University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the University to award an Agreement. The University reserves the right to accept or reject any or all proposals submitted.

Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the university and not returned to proposers. Any copyrighted materials in the response are not transferred to the University.

Cost of Preparation

The university is not liable for any costs incurred by prospective Proposers or contractors prior to issuance of or entering into an Agreement, Costs associated

with developing the proposal, preparing for oral presentations, and other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the University.

Taxes, Permits and Liens

All taxes, permits if necessary, and assessments on the Premises resulting from any installation of University's Facility or modification thereof shall be the responsibility of the University. University shall post a proper bond or discharge any lien encumbering the Premises as a result of work done by or authorized by university within a reasonable period of time after the University becomes aware of the existence of the lien.

Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made unless the Proposer provides for a different time period within its proposal response. However, the University reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

Use of Subcontractors

Each Proposer/Vendor shall be responsible for and serve as the single prime contractor for all work performed pursuant to its Agreement. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements for construction and installation only. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire Agreement

If it becomes necessary for the prime Contractor/Vendor to use subcontractors, the University urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the University Project Manager.

REQUEST FOR PROPOSAL # 50016-10331

Minimum Required Language-Request for Proposal (RFP)

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and LA Initiative for Small Entrepreneurships (Hudson Initiative) Programs

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified veteran or Hudson Initiatives small entrepreneurships as subcontractors:

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [btms://smallbizlouisianaforward.com/index_2.asp](https://smallbizlouisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPac) Network <https://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchben.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors by commodities, etc) and select Small VSE or DVSE. Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- * Proposer is a certified small entrepreneurship: Full amount of the reserved points
- *Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:

1. Participating small entrepreneurship: 1/5th of the reserved points
- 9 Return page with proposal

2. Participating small entrepreneurship: 2/5th of the reserved points
3. Participating small entrepreneurship: 3/5th of the reserved points
4. Participating small entrepreneurship: 4/5th of the reserved points
5. Or more participating small entrepreneurship: Full amount of the reserved points

If a proposal is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

Information required of the prime contractor under the terms of the RFP, may also be required for each subcontractor. Regardless, all subcontractors must agree to be bound by the terms of the Agreement to the extent applicable to the Scope of Work performed by them.

Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award.

The University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial proposals received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final Agreement. Written or oral discussions/presentations for clarification may be conducted to enhance the University's understanding of any or all of the proposals submitted. Neither negotiations nor changes to Vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if an Agreement ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

Cancellation of RFP or Rejection of Proposals

REQUEST FOR PROPOSAL # 50016-10331

The University reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the University to do so.

Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation for the purpose of selecting the Proposer(s) with whom the University shall contract with most advantageous to the University, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the University.

Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the University's needs, price and other factors set forth in the RFP considered, does not agree to an Agreement, that proposal shall be rejected and the University may negotiate with the next most responsible Proposer. Negotiation may include revision of the nonmandatory terms, conditions, and requirements. Negotiation shall not allow price alterations. Office of Purchasing must approve the final Agreement form to complete the process.

Contract Award and Execution

The University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial proposals received.

The RFP, any addenda, and the Proposal of the selected Contractor will become part of any Agreement initiated by the University.

In no event is a Proposer to submit its own standard Agreement terms and conditions as a response to this RFP.

If the Agreement negotiation period exceeds 30 days or if the selected Proposer fails to sign the Agreement within seven calendar days of delivery of it, the University may elect to cancel the award and award the Agreement to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The university intends to award to multiple Proposers to fullest extent possible dependent onsite availability.

Notice of Intent to Award

Upon approval of the recommendation for award, the Purchasing Department will issue a Notice of Intent to Award letter to the apparent successful Proposer. Final Agreement(s) shall be completed and signed by all parties at the earliest possible date after award.

Insurance Requirements

Without limiting any other obligations hereunder, the Lessee shall at all times during the Term of this Lease maintain or cause to be maintained the following insurance covering the premises or activities at or on the Premises, the premiums for which coverage shall be paid for the use of the premises during the Term, as extended, with insurance companies duly licensed to do business in the State of Louisiana and bearing a rating of A+:XV in the latest Best Casualty Insurance. Self-insurance through ORM shall satisfy the requirement of this Section.

TYPE	AMOUNT
1) Property Insurance for loss or damage to the premises by fire, lightning, earthquake, collapse, vandalism and malicious mischief, flood and storm surge and other perils as included in "extended coverage" or "broad form" insurance.	100% repair or replacement (including cost of demolition and debris removal)
2) Commercial General Liability Insurance for the following where the exposure exists;	Coverage in an amount not less than.

REQUEST FOR PROPOSAL # 50016-10331

<ul style="list-style-type: none"> (a) premises-operations (b) broad form contractual liability (c) products/complete operations (d) use of contractors and subcontractors (e) personal injury (bodily injury and death) (f) broad form property damage (g) explosion, collapse and underground property damage (h) independent contractors (i) sprinkler leakage legal liability (j) water damage legal liability 	<p>\$2,000,000.00 Per Occurrence;</p> <p>\$5,000,000.00 General Aggregate; and</p> <p>\$5,000,000.00 Products & Completed Operations Aggregate; less a commercially reasonable deductible. "Claims Made" form is not acceptable.</p>
<p>3) Business Automobile Liability Insurance for bodily injury and property damage, covering owned automobiles, hired automobiles, and non-owned automobiles;</p>	<p>Combine single limit of Two Million Dollars (\$2,000,000.00) per occurrence.</p>
<p>4) Workers Compensation & Employer's Liability Insurance</p>	<p>Limits as required by the Labor Code of the State of Louisiana and Employer's liability coverage.</p> <p>Employer's liability limit is to be \$2,000,000.00 when work is to be over water and involves maritime exposure.</p>
<p>5) Business Interruption Insurance covering loss of rents by reason of total or partial suspension of, or interruption in, the operation of Facilities caused by the damage thereof.</p>	<p>12 months rental revenue</p>
<p>6) Flood insurance, if applicable</p>	<p>In amounts determined by the University be reasonable, but no more than the amount available under the National Flood Insurance Program.</p>

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor at the limits stated herein.

Contractor agrees that the participation by Grantor in Louisiana's Office of Risk Management plan for self insurance shall be deemed to be compliance with Grantor's obligations pursuant to this paragraph to provide insurance.

Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

Liability

Vendor/Contractor shall protect, defend, indemnify and save harmless the University from any claims alleging injury or damage to any third party including reasonable attorney's fees and costs arising out of the installation of, or operation of, Vendor/Contractor's Facility on or about the Premises by Vendor/Contractor, its servants, contractors, agents or employees; provided, however, that Vendor/Contractor shall not be liable to the extent Of damages or injuries caused from the negligent acts or omissions of university, its agents, servants or employees.

University shall not be liable for any damage done or occasioned by or from plumbing, gas, water, sprinkler, stream, air conditioning, or other pipes or sewerage or the bursting, leaking , or waste pipe in, above , or upon said Premises or for any damage occasioned by water, ice or otherwise unless such damage and injury is brought about through the negligent acts or omissions of University, its servants, employees, or agents; nor shall university be liable for any damages arising from acts or neglects of others or of any owners or occupants of adjacent property.

Payment for Use of Land

The Vendor/Contractor agrees to pay to university as consideration for the use of the Premises during the first term of the Agreement the sum of amount quoted in response to the proposal, payable monthly, in advance, commencing on the first day of the term hereof. In addition to such payments, Vendor/Contractor shall be responsible for any and all taxes or similar charges levied by any governmental authority directly attributed to Vendor/Contractor's equipment on the Premises.

Utilities

Electrical current to meet equipment requirements will be the responsibility of Vendor/contractor (Transformer, etc.). All modifications must comply with all applicable codes. University shall not be liable to Vendor/Contractor

for any damages incurred by Vendor/Contractor in the event of interruption of utility services.

Termination

Upon termination of the Agreement for whatever cause, the Vendor/Contractor will deliver the Premises within thirty (30) days in as good condition as at the beginning of Vendor/Contractor's occupancy, normal wear and tear expected. In the case of Vendor/Contractor's failure to deliver timely, the monthly fee shall be 125% of the amount of the monthly rate due as of the last year of the Agreement.

Vendor/contractor may terminate the Agreement at any time by notice to university without further liability if Vendor/Contractor does not obtain all permits or other approvals (collectively "Approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if university fails to have proper ownership of the Premises or authority to enter into the Agreement, or if Vendor/Contractor for any other reason in its sole discretion determines that it will be unable to use the Premises for its intended purpose. Upon termination, all prepaid fees will be retained by the University.

Termination of Agreement for Cause/Default

In the event that Vendor/Contractor should fail to pay any amounts specified in the Agreement for a period of more than thirty (30) days after the Vendor/Contractor shall have received written notice from university to make such payment, or if either party shall fail to keep or shall violate any other condition or stipulation herein contained and if either such failure shall have continued for a period of thirty (30) days after the defaulting party shall have received written notice from the non-defaulting party to cure such violation or failure, the non-defaulting party may terminate the Agreement upon thirty (30) days written notice to defaulting party, regardless of whether the default is cured after this thirty (30) day notice is given; provided, however, that upon the third consecutive failure to pay timely, University may terminate the Agreement without the necessity to give the above described thirty (30) day notice.

For default other than payment defaults, a default shall be deemed cured if the defaulting party in good faith commences and continues with all reasonable diligence the action required to cure such default and such default is in fact cured within sixty (60) days of receiving notice. The defaulting party shall be responsible for the non-defaulting party's reasonable attorney's fees in enforcing

the correction of the default. Failure to strictly and promptly enforce these conditions shall not operate as waiver of the non-defaulting party's rights.

In the event of such default, university expressly reserves the right to enforce prompt payments of all amounts due, or to cancel the Agreement, regardless of any indulgences or extensions previously granted. The receiving by University or University's representatives of any payments in arrears, or after notice of cancellation of the Agreement, will not be considered as a waiver of any of the rights of the University.

Termination of the Agreement for Convenience

The University may terminate the Agreement at any time by giving (30) days written notice to the Vendor/Contractor of such termination or negotiating with the Vendor/Contractor an effective date.

Assignment

Vendor/Contractor shall not assign or transfer the Agreement in whole or in part without first obtaining written consent of the University which shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing Vendor/Contractor may assign or transfer the Agreement in whole or in part to any entity controlling, controlled by or under common control with Vendor/Contractor ("Vendor/contractor's affiliates"), without obtaining the written consent of the University; provided however, University will be provided written notice within ten (10) days of any such assignment or transfer to Vendor/Contractor's affiliates relieve Vendor/Contractor of its obligation under the Agreement.

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 attorneys' 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.

Audit of Records

REQUEST FOR PROPOSAL # 50016-10331

The State legislative auditor, federal auditors and internal auditors of the University, Division of Administration, or others so designated shall have the option to audit all accounts directly pertaining to the resulting Agreement for a period of five (5) years after project acceptance or as required by applicable state and Federal law. Records shall be made available during normal working hours for this purpose.

Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: title VI and title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the Agreement and any Agreement entered into as a result of the Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these Statutory obligations when applicable, shall be grounds for termination of the Agreement and any Agreement entered into as a result of the Agreement.

Record Retention

The Contractor shall maintain all records in relation to the Agreement for a period of at least five (5) years after termination of Agreement.

Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Vendor/Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Vendor/Contractor to university at Vendor/Contractor's expense at termination or expiration of the contract.

Content of Contract/Order of Precedence

In the event of an inconsistency between the Agreement, the RFP and/or the Vendor/contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Vendor/Contractor's proposal.

Contract Changes

No additional changes, enhancements, or modifications to any Agreement resulting from this RFP shall be made without prior approval of the Purchasing Department.

Changes to the Agreement include any change in: compensation; beginning/ending date of the Agreement scope of work; and/or Vendor/Contractor change through the Assignment of Agreement process. Any such changes, once approved, will result in the issuance of an amendment of the Agreement.

Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and Agreements submitted are subject to provisions of the laws of the state of Louisiana, including but not limited to standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

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 Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

Energy Policy and Conservation Act

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

Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty, contractors 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.

Claims or Controversies

Any claims or controversies shall be resolved in accordance with Louisiana law, R.S. 39:1673.

Scope of Work/Services

Scope of Services for this solicitation is defined in Attachment General Requirements. Lease of Land for Cellular Tower Site, Southern University-Baton Rouge.

Term

The term of the Agreement shall be for a period of five (5) years, or any other terms agreed upon with one (1) renewal option of five (5) years on mutually acceptable terms or any other terms agreed upon of University and Vendor/Contractor unless either University notifies vendor/Contractor at least ninety (90) days prior to the expiration of the primary term of its intention not to renew, or University and Vendor/Contractor cannot agree on mutually acceptable terms prior to the expiration of the primary term, or the University determines by written notice to Vendor/Contractor during Vendor/Contractor's occupation of its Facility within the term, Vendor/Contractor has created or become a nuisance or obstruction to the operation of the Vendor/Contractor.

Offer/Proposal for Right of Use

Proposals submitted shall be firm for the term of the Agreement. Proposals are to be all inclusive.

Deliverables

Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Location

The location for tower site is at on the Southern University Baton Rouge Campus in the Parish of East Baton Rouge, State of Louisiana.

LEASE OF LAND FOR CELLULAR TOWER SITE(S) SOUTHERN UNIVERSITY-BATON ROUGE

1.0 GENERAL REQUIREMENTS

The successful Proposers shall perform an intermodulation study to make sure that the proposed frequencies will not interfere with existing SU frequencies or other existing campus antennas. Successful proposer shall provide study to SU for review. Proposer shall provide all necessary licenses and permits. Successful Proposer(s) shall provide Entry and Test Agreement.

Contractor and its agents, engineers, surveyors and other representatives will have the right to enter upon the property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Contractor's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Contractor are necessary in Contractor's discretion to determine the physical condition of the Property, the environmental history of the Property, University's title to the Property and the feasibility or suitability of the Property for the University's permitted use, all at Contractor's expense. Contractor will restore the property to its condition as it existed at commencement of agreement.

The installation shall comply with applicable codes and laws. All costs for installation and removal will be the responsibility of the user. All equipment associated with the installation shall be removed within 90 days after the expiration of the lease agreement. All holes and penetrations made on property shall be permanently repaired.

All costs for installation requirements (i.e., power, telecommunications, structural, etc.) shall be the responsibility of the Proposer. Proposer shall ensure soil/ground stable for tower. Proposer shall be

responsible to coordinate all construction process and installations with Southern University Office of Facility Planning,

Acceptance of any proposal will be subject to FCC approval of cellular site, approval of frequencies and approval by Southern University.

SITE IMPROVEMENTS

All site improvements shall be the responsibility of the Proposer. All modifications shall be aesthetically compatible with the site.

All upgrades shall be designed by appropriate licensed professionals.

ACCESS TO SITE

Contractors and Subcontractors working for Proposers will be require to comply with campus safety and security requirements.

Contractors shall make arrangement with SU office of Facility Services and Technology Department to visit site.

PROPOSERS' REQUIREMENTS

Proposers shall provide with their proposal submittal the following minimum information the Proposer wishes to be considered for award:

Provide frequencies transmitted and received.

Provide space required per cellular tower/equipment installation for equipment and for the antenna. Provide drawings of equipment, typical layout.

Provide a profile/picture of proposed tower.

Provide height of tower proposed and any obstruction limitation.

Provide total number of circuits or other telecommunications requirements.

Provide conditioned space requirement for equipment.

Provide the closest distance vertically and horizontally that a competitor could locate a tower next to your tower and equipment next to your equipment
Provide verification that colocations within those parameters are acceptable.

- Provide power requirements. Indicate maximum wattage, voltage, appropriate.
- Provide requirements for specialty grounding or lightning protection.
- Indicate the effect of power outages (1 to 2 hrs) on your equipment
- Indicate type of access needed to service the equipment.
- Provide intermodulation study after award and before Agreement execution.

Financial Proposal

MONTHLY GUARANTEE LEASE PAYMENTS

2025-2026	
2026-2027	
2027-2028	
2028-2029	
2029-2030	

Annual Escalation fee \$ _____

Annual Guarantee: The Contractor shall pay the University the annual guarantee amount starting in twelve (12) equal monthly payments within fifteen (15) days after the end of each calendar month. The monthly payments shall be accompanied by a detailed accounting report of the total transactions and the total revenue from transaction fees. The University shall keep all information received from the Contractor confidential.

Estimated Installation: _____ **days after receipt of Contract and Notice to Proceed**

VENDOR INFORMATION

Company's Name _____

Address _____

Telephone No. _____

Fax No. _____

Email _____

Tax ID No. _____

Signature _____

Evidence of signature authority: Louisiana Revised Statutes 39:1594

Print Name _____

Title _____

JOB SITE VISIT

NAME OF PROJECT: LEASE OF LAND-CELLULAR TOWER
SOUTHERN UNIVERSITY AND A & M COLLEGE
BATON ROUGE, LOUISIANA

SITE VISIT DATE JANUARY 24, 2025 @ 10:30 AM

Proposal # 10331

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 Nos. 225-771-4741, 225-771-6241 OR 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

**ADVERTISEMENT
REQUEST FOR PROPOSAL
PROPOSAL NUMBER 50016-10331
LEASE OF LAND FOR CELLULAR TOWER
SOUTHERN UNIVERSITY AND A&M COLLEGE-BATON ROUGE CAMPUS
FEBRUARY 14, 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, HAND-DELIVER OR UPLOAD BID TO PURCHASING DEPARTMENT NO LATER THAN 10:30
AM-FEBRUARY 14, 2025**

Mandatory Pre-Bid Conference & Site Visit: January 24, 2025 @ 10:30 am

Site Visit Location: Benjamin H. Kraft Building (Physical Plant Department)

515 James L. Hunt Street

Southern University Baton Rouge Campus

Site telephone numbers: (225) 771-4741, 771-4742 or 771-4743

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 29, 2025 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at linda_antoine@subr.edu

Responses to inquiries will be posted on LAPAC-LA State Procurement website by February 4, 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

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; 72151600 Specialized/Mobile Communications; 83000000 Public Utilities/Public Sector; 83110000 Telecommunications Media Services; 81161700 Telecommunication Serviced: Cellular Tower

**SOUTHERN UNIVERSITY & A&M COLLEGE
AN EQUAL OPPORTUNITY EMPLOYER**

Linda A. Antoine, Director of Purchasing

DATE ADVERTISED:

JANUARY 14,17,21, 2025