



MCNEESE STATE UNIVERSITY

LAKE CHARLES, LOUISIANA 70609

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087

FAX: (337) 475-5082

REQUEST FOR BID

DATE	BID NUMBER
05/13/25	D2600001

PURCHASING CONTACT	PHONE	REQUEST NO.	DEPARTMENT	VENDOR I.D. NO.
Debet Hebert	337-475-5083			000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS.

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

VENDOR:

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

RESPONSE DUE 06/09/25 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		<p>Request for Sealed Bid (SB)</p> <p>*****</p> <p>THIS SOLICITATION IS FOR BUS CHARTER SERVICES CONTRACT FOR THE FOOTBALL TEAM AT MCNEESE STATE UNIVERSITY IN LAKE CHARLES, LOUISIANA.</p> <p>-</p> <p>READ THE ENTIRE SOLICITATION CAREFULLY, INCLUDING STANDARD TERMS AND CONDITIONS TO BIDDERS, INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS SECTION, AND GENERAL REQUIREMENTS.</p> <p>-</p> <p>PRICING MUST BE ENTERED ON THE "REQUEST FOR BID" BELOW FOR EACH TRIP. QUANTITY IS ESTIMATED. THE ACTUAL AMOUNT OF BUSES NEEDED PER TRIP MAY BE MORE OR LESS. MINIMUM SIZE COACH/BUS IS TO BE 52 PASSENGER. INDICATE THE MAKE, MODEL, YEAR AND SIZE IN THE LINE ITEMS BELOW.</p> <p>-</p> <p>PRICING MUST INCLUDE ALL EQUIPMENT, DRIVERS, SERVICES, INSURANCE, FUEL, TAXES, FEES, GRATUITY, AND ANY OTHER TRIP EXPENSES.</p>			

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

Delivery _____ days ARO/TERMS _____

Phone () _____

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

THIS IS NOT A PURCHASE ORDER

TOTAL

CONTINUED

Signature _____ Date _____



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1		(Continued ...) THE UNIVERSITY WILL NOT INCUR ANY ADDITIONAL COSTS ABOVE THE CONTRACTOR'S STATED BID PRICE. - SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS. - DATES AND SPECIFICATIONS ARE AS FOLLOWS:			
1	3	SEPTEMBER 6, 2025 (Saturday) Approximately three (3) 52 passenger minimum buses needed for team travel one day only to UL-Lafayette in Lafayette, LA and back to MSU. - LIST BUS SPECIFICATIONS AND SIZE HERE:	EA		
2	3	SEPTEMBER 27, 2025 (Saturday) Approximately three (3) 52 passenger minimum size buses needed for team travel overnight to Stephen	EA		

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RESPONSE DUE 06/09/25 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
2		(Continued ...) F. Austin in Nacogdoches, TX. Return to MSU on Sunday, 9/28/2025. - LIST BUS SPECIFICATIONS AND SIZE HERE:			
3	3	OCTOBER 25, 2025 (Saturday) Approximately three (3) 52 passenger minimum buses needed for team travel overnight to Nicholls in Thibodeaux, LA. Return to MSU on 10/26/2025. - LIST BUS SPECIFICATIONS AND SIZE HERE:	EA		
4	4	NOVEMBER 8, 2025 (Saturday) Approximately four (4) 52 passenger minimum buses needed for team travel overnight to East Texas A&M in Commerce, TX. Return to MSU on Sunday 8/9/2025.	EA		

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		Request for Sealed Bid (SB)			
4		(Continued ...) - LIST BUS SPECIFICATIONS AND SIZE HERE:			
5	3	NOVEMBER 22, 2025 (Saturday) Approximately three (3) 52 passenger minimum buses are needed for team travel overnight to Lamar in Beaumont, TX. Return to MSU Sunday 11/23/2025. - LIST BUS SPECIFICATIONS AND SIZE HERE:	EA		
6	5	DAILY RATE FOR POST SEASON TRIPS Approximately five (5) days of team travel for post games. (NOTE: approximate number of buses is three (3) a day: minimum 52 passenger). PROVIDE PRICING FOR TRANSPORTING FOOTBALL TEAM TO VARIOUS CITIES. -	DYS		

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6		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>The daily rate should include any and all additional driver costs should the team arrive back to MSU early.</p>			
Bid must be signed below. I hereby certify that the above bid prices will remain in effect until the goods are delivered if the order is placed within 30 days after bid opening date. Validity of this bid is dependent on the following information: Delivery _____ days ARO/TERMS _____ Phone () _____ All bids include prepaid delivery, F.O.B. to McNeese State University					

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TOTAL

Signature _____ Date _____

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

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

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

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

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

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

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

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

BID OPENING: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.

AWARD OF BIDS: McNeese State University reserves the right to award items separately, grouped, or on an all-or-none basis, and to reject any or all bids and waive any informalities incident thereto.

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

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

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES _____ NO _____

Specify Line Number(s): _____

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

Do you have a Louisiana business workforce? YES _____ NO _____

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

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

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

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

Signature & Company Name

Date

BID D2600001
BUS CHARTER SERVICE FOR FOOTBALL TEAM SEASON
McNEESE STATE UNIVERSITY
LAKE CHARLES, LA

IMPORTANT DATES

Deadline for inquiries regarding the bid is June 2, 2025

Bid due date and time is June 9, 2025 at 2:00 p.m.

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Purchasing Department Contact: Debet Hebert
Email: debet@mcneese.edu
Phone: 337-475-5083

I. **Scope of Solicitation:**

Furnish charter buses, labor, permits, drivers, etc., necessary for team travel for the 2025-2026 Football season for McNeese State University Athletics in Lake Charles, Louisiana, per the following instructions, conditions and specifications.

- II. **Term:** The initial term of the contract shall begin July 1, 2025 and end June 30, 2026. At the option of the University, and the acceptance of the vendor, this contract may be renewed for two (2) additional twelve (12) month periods (July through June) at the same rates, terms and conditions.

III. **MANDATORY INSTRUCTIONS FOR BID SUBMISSIONS:**

1. THIS BID MUST BE RETURNED IN A SEALED ENVELOPE/PACKAGE. THE BID NUMBER MUST BE CLEARLY WRITTEN ON THE PACKAGE (i.e. FedEx, USPS, UPS, packages, etc.). FAILURE TO DO SO WILL RESULT IN REJECTION OF THE BID. RETURN TO ONE OF THE ADDRESSES LISTED BELOW.

- a. Your sealed bid may be mailed or delivered by hand or courier service. NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.
- b. The address for mailing (U.S. Postal Service): McNeese State University, Purchasing Department, Box 92415, Lake Charles, LA 70609.
- c. The address for hand or courier service: McNeese State University, Purchasing Department, 150 Lawton Drive, Smith Hall, Room 120A, Lake Charles, LA 70607.
- d. Bidder is hereby advised that the U.S. Postal Service (USPS) does not make deliveries to the McNeese Purchasing Department's physical location. If delivering by USPS to the Box listed above, please allow sufficient time for the mail to then be transmitted to the McNeese Purchasing Department. The McNeese Purchasing Department must receive the sealed bid at its physical location by the date and time specified in this bid. Failure to meet the bid opening date and time shall result in rejection of the bid.
- e. Bidder is solely responsible for ensuring that its courier service provider makes insured deliveries to the McNeese Purchasing Department's physical location. The McNeese Purchasing Department is not responsible for any delays caused by the Bidder's chosen means of delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

2. Pricing must be provided on the “REQUEST FOR BID” by each line item. Provide pricing for 52 passenger minimum size buses. List bus specifications and sizes in space provided per line.
3. **Number of Bid Response Copies:** Each Bidder **must** submit one (1) signed original bid and an electronic copy on USB drive with your bid response. The original **must** **CONTAIN ORIGINAL SIGNATURES** of those company officials or agents duly authorized to sign on behalf of the organization.

IV. Definitions:

Contractor – The person who contracts with McNeese State University to perform the work/service as called for on these documents and is referred to as singular in number.

Owner – McNeese State University (MSU).

V. General Information:

1. **Payment Terms:** Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
2. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the McNeese state University purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the McNeese state University Purchasing Department no later than five (5) calendar days prior to the opening of bids' and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any McNeese state University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the McNeese State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the state of Louisiana Purchasing Department LaPAC website, or contact the McNeese State University Purchasing Department, to identify if any addendums were issued. McNeese State University shall not be responsible for any other interpretations or assumptions made by the Bidder.

3. **Taxes:** Vendor is responsible for including all applicable taxes in the bid price. McNeese State 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.
4. **Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.
5. **Vendor Forms/McNeese State University Signature Authority:** The terms and conditions of the McNeese State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Director of Purchasing is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of McNeese State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by McNeese State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict McNeese State University policy may face contract cancellation, suspension, and/or debarment.

6. **Awards:** The intent is to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder. All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.
7. **Acceptance of Bid:** Only the issuance of an official McNeese State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. McNeese State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
8. **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
9. **Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by McNeese State University in any dispute arising therefrom.
10. **Contract Cancellation/Termination:** McNeese State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the 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) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

McNeese State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
11. **Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has 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.
12. **Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race,

color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

- 13. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's 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.
- 14. Certification of No Suspension or Debarment:** 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 at www.epls.gov.
- 15. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, McNeese State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 16. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude McNeese State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 17. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the McNeese State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by McNeese State University Purchasing Department and issuance of a formal McNeese State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

- 18. Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months (based on the fiscal year period), unless renewal terms are specified in the solicitation documents. All terms of the solicitation shall be firm for the duration of Contract. NOTE: The initial contract period for some solicitations may be a thirty-six (36) month term depending on the service required. At no time shall the contract exceed sixty (60) months.
- 19. Notification of Fund Appropriation:** 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 appropriations for the year from exceeding revenues for that year or for any 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. All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

- 20. 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, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and 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.

- 21. Piggy Back Clause:** McNeese State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the McNeese State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. McNeese State University shall not be responsible for any such purchases.
- 22. Right to Audit:** The University shall be entitled to audit the books and records of a supplier or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the supplier for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract, pursuant to LAC 34:XIII.1603

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-smallbusiness/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

VI. General Requirements and Specifications:

- 1) The contractor understands and agrees that only University-approved passengers will be allowed to travel on any motor coach provided under the terms of the contract.
- 2) ***The bid price per bus must be firm and inclusive of all related charges including, but not limited to, excise taxes, passenger facility charge, other federal fees, fuel and fuel surcharges, tolls, insurance fees, security fees, overnight stays, drivers, services, gratuities and any other trip expense.***
- 3) On trips that require multiple buses, pricing must indicate price per bus to allow McNeese Athletics the flexibility to add (based on bus availability) or delete (based on load changes) bus requirements during the reservation process.
- 4) All buses must be **2020 or newer** and equipped with anti-lock brakes. Buses older than 2020 will not be accepted.
- 5) Bidder must own at least three (3) coaches meeting required specifications that are in excellent operating condition.
- 6) ***All buses must include the following equipment in good to excellent condition:***
 - a) **All mechanical equipment must be maintained at or above industry standards and meet all Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the University for Inspection.**
 - b) **Tires must be in excellent condition.**
 - c) **TV's and DVD players must be of high quality and able to be viewed from any and all seats.**
 - d) **Air conditioning and heating must be in excellent operating condition**
 - e) **All buses must have WIFI.**
 - f) **Restroom facilities must be completely functioning and clean. Restrooms must be fully stocked and serviced as often as necessary to avoid offensive odors in the rear portion of the bus.**
 - g) **All buses must include either state of the art radio communications and/or cellular telephones for use in emergency situations.**
 - h) **All buses must include in-seat power.**
 - i) **All buses must have a minimum of fifty-two (52) seats unless noted otherwise.**
 - j) **Overhead parcel racks/ compartments inside the bus.**
 - k) **All buses must have the bus storage/baggage compartments underneath the bus with locks.**
 - l) **The charter bus provided for service on the confirmed date must be able to accommodate passengers with adequate space for carry-ons, and storage for athletic or other equipment and personal luggage. McNeese Athletics often charts buses where passengers have unusual sized cargo.**

Bus Conditions & Inspection

- 7) **If an inspection of your bus or buses is requested by the University, the inspection should take place within ten (10) working days of request. The records for the bus or buses MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION.**
- 8) **Vendor will be responsible for compliance with all DOT/FHWA and State regulations with regard to their service for the McNeese State University Athletic Department charter bus trip. If more than one (1) bus driver per bus is needed based on the trip itinerary, it is the vendor's responsibility to determine this need.**
- 9) **The interior of the bus must be clean with upholstery and flooring in good condition.**
- 10) **The exterior of the bus must be well painted and clean with no signs of damage.**

- 11) The University shall have the right to display University team signage, and sponsor signage, on the coach in a pre-approved manner by the Contractor.

Bookings & Itineraries

- 12) All trips will originate and terminate on the McNeese State University campus. Every pickup and drop off will be designated in the trip itinerary. The Team Travel Coordinator for the sport will advise of any adjustments once team and buses are on site.
- 13) Drivers must obtain directions and map out travel for all destinations, prior to departing, including travel within a city. All buses must contain/be equipped with a GPS Unit.
- 14) The successful vendor is responsible for contacting the Team Travel Coordinator within seven (7) days prior to departure.
- 15) The successful vendor must confirm charter bookings and provide bus driver contact information to the Team Travel Coordinator within twenty-four (24) hours of scheduled trip.
- 16) ***Drivers and buses must be on-site no later than one (1) hour prior to departure times as specified to the group leader's itinerary.*** Written itinerary will be supplied prior to the trip. Service should be flexible, including the ability to change itinerary, if necessary, adding up to 30 total miles or 3 hours in time. Dates of charters and estimated times of departure are shown in the attached schedule and are subject to change resulting from game time charges, television broadcasting, weather, etc.
- 17) Drivers MUST NOT leave the team, without permission from the team travel coordinator. Bus drivers must abide by the team's itinerary for practices, games, meals and other functions. Drivers may be expected to make multiple shuttle trips when the need arises.
- 18) In case of inclement weather or other acts of God, McNeese may cancel and reschedule one or more athletic events. McNeese will not be charged for failure to use the bus service on the scheduled day.
- 19) McNeese will make efforts to reschedule the athletic event at a time where the contract bus service will be utilized. McNeese will not be charged if 24-hour notice is given.
- 20) Contractor will maintain full and total responsibility for transporting passengers to events on time regardless of circumstances except acts of God. Contractor will take into consideration weather conditions that will affect transportation time frames and communicate this to the McNeese Team Travel Coordinator.
- 21) Athletic competition schedules are tentative; therefore, dates and times of departure are subject to change during the season. Trips may be canceled, and/or new trips added. **Any cancellation policies or cancellation charges should to be disclosed as a part of the bid.**
- 22) ***All bids must include 1-2 hours' worth of flexibility for departure date and time, as well as return date and time due to rain delays, the bus driver's driving speed, meal stops, or any other unforeseen/unpredictable events.***

Bus Driver(s) Needs & Expectations

- 23) Meals for bus drivers will be the responsibility of McNeese during the time of travel.
- 24) McNeese State University will be responsible for booking and paying for the driver's hotel room(s). Hotel and number of hotel rooms will be selected by McNeese.
- 25) Background checks must be performed on drivers assigned to McNeese. Drivers must be in compliance with the Federal Highway Administration's controlled substances testing regulations for interstate drivers.
- 26) Drivers shall not exceed the hours of service limitation as prescribed in the Federal Motor Vehicle Safety Regulations. Drivers must adhere to the required rest break and hours of service requirements as established by the U.S. Department of Transportation – Federal Motor Carrier Safety Administration (FMCSA). If necessary, the Charter Bus Company will provide relief

drivers and/or take the necessary steps to control the adherence with the rest break/hours of service rules.

- 27) The contractor is responsible for communicating the bid requirements to their driver(s) prior to the trip.
- 28) Driver must be dressed appropriately and present himself/herself in a professional manner at all times. Street clothes are not acceptable.
- 29) Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service.
- 30) Drivers are at no time to discuss or request gratuity from coaches, staff or students.
- 31) Drivers will schedule smoke breaks at the same time the team stops for meals, snacks or restroom breaks.
- 32) Bus Company must be able to provide a 24-hour contact name and telephone number for emergencies.
- 33) Bus drivers must carry a working cell phone at all times and be available for contact at any time during the trip.
- 34) All buses must have inter-communication capability and be able to communicate both with each other and with the Bus Company's home base while in transit. In-transit communication can be radio or cellular phone.
- 35) If a team requests more than 1 bus for a specific trip, the buses must travel in a convoy. It is very important for safety and efficiency purposes that the successful bidder be proficient in moving a large convoy with drivers well trained in this type of movement.
- 36) Any accident resulting in injury to a passenger or damage to a vehicle will be immediately reported to the proper authorities as well as the administrator with direct sport oversight over the impacted sport. The University Police Department will be notified in writing, within 24 hours of any injury-related accident, with a copy of the Accident Report attached.

Insurance & Maintenance

- 37) The successful bidder shall maintain insurance with limits outlined on the attached "Standardized Insurance Requirements for State Agency Contracts".

The successful bidder shall furnish the University with certificates of insurance affecting coverage required by this clause. The certificate for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on their behalf. The certificates shall be received and approved by the University before the 2025-2026 season begins. The University reserves the right to require complete, certified copies of all required insurance policies at any time. The certificates shall name McNeese State University as the certificate holder and an additional insured for the general liability coverage and grant a waiver of subrogation in favor of McNeese State University for the workers' compensation coverage.

The insurance shall be placed with insurers with an A.M. Best's rating of A-VI or better.

- 38) The successful bidder shall be responsible for maintenance and repair of all charter buses. In the event of mechanical malfunction or breakdowns, the vendor will be responsible for providing replacement transportation for the University so that they arrive at the scheduled event. All costs associated with this type of event are the responsibility of the vendor.
- 39) Maintenance facilities will not be available on the university campus to perform any maintenance functions.
- 40) Any back up or replacement buses (accidents or equipment breakdown), must meet the same criteria as originally required in the bid specifications. A back up or replacement bus should be provided within one (1) to three (3) hours of a trip being delayed for any reason other than

inclement weather along the route of the charter trip between the point of origin and destination that cannot be driven through or bypassed safely.

- 41) In the event of mechanical malfunctions or breakdown the Contractor will be responsible for providing replacement transportation for McNeese so that team/traveling parties will arrive at the scheduled event on time and return to the University as scheduled. The cost of replacement transportation, all mechanical repairs and towing service will be the Contractor's responsibility.

Other Specifications

- 42) The bidder must comply with all local, state, and federal rules and regulations applicable to the line of business they are in and must adhere to professional standards and use due care in performing all services required in a manner consistent with general accepted procedures for charter bus transportation.
- 43) All bus charters that outsource to other bus companies around the United States, must inform the McNeese Director of Travel what bus company they have outsourced to, as well as the contact information for said bus company. McNeese has the right to approve or reject any chosen bus company that is not the primary/contracted bus company. Chosen bus companies outside of the United States must adhere to the same bus specification criteria as originally required in the bid specifications.
- 44) All bus charters will be confirmed with a purchase order.**
- 45) For bids that are requested to also include a daily rate (for postseason trips), the daily rate should include any and all additional driver costs should the team arrive back home early.
- 46) Invoices must be itemized and billed in accordance with the line items. **Quoted prices must stay firm for the duration of the contract.**

I have read, understand, and agree to abide by all McNeese State University Athletics bus specifications.

Print Name

Bus Company

Signature

Date

Telephone number: _____

Email address: _____

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY
CONTRACTS
CHAPTER 6
INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of A-:VI or higher. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

A. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. 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. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

B. 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.

C. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$500,000.00. The 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 the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

D. Professional Liability

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.

- E. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party 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. Upon failure of the Other Party 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 Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.
- F. All Certificates of Insurance of the Other Party shall reflect the following:
- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.

- 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.

G. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, 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 the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- H. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- I. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- J. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- K. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- L. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 - 1) Payments to the Other Party may be withheld until the requirements have been met;
 - 2) The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party; 3. The Agency may suspend, discontinue or terminate the contract.

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, McNeese State University, 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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 McNeese State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} 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. Accepted by

Company name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **McNeese State University**
State Agency Name

PURPOSE OF CONTRACT:

