



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
05/16/25	D2600002

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 06/16/25 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Sealed Bid (SB)			
		***** THIS SOLICITATION FOR BUS CHARTER SERVICES CONTRACT WITH MCNEESE STATE UNIVERSITY IN LAKE CHARLES, LOUISIANA FOR ATHLETIC TEAM TRAVEL AS WELL AS OTHER DEPARTMENTAL TRAVEL. FOOTBALL TEAM TRAVEL IS EXCLUDED FROM THIS SOLICITATION. - READ THE ENTIRE SOLICITATION CAREFULLY, INCLUDING STANDARD TERMS & CONDITIONS TO BIDDERS, CONDITIONS AND SPECIFICATIONS, AND GENERAL REQUIREMENTS. - PRICING MUST BE ENTERED ON THE DETAILED CALCULATION BID FORM INCLUDED ON PAGES 10 - 12 IN THIS SOLICITATION. - THE SUCCESSFUL BIDDER MUST ACCEPT PURCHASE ORDERS. PURCHASE ORDERS WILL BE SUBMITTED AS NEEDED PER DEPARTMENT.			
1	1	FURNISH CHARTER BUSES ON AN AS NEEDED BASIS. ALL TRAVEL WILL ORIGINATE AND TERMINATE	YRS		

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 _____



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
05/16/25	D2600002

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 06/16/25 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
1		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>ON THE MCNEESE STATE UNIVERSITY CAMPUS IN LAKE CHARLES, LOUISIANA.</p> <p>PRICING IS TO INCLUDE LABOR, PERMITS, DRIVERS, etc NECESSARY FOR TRAVEL BEGINNING JULY 1, 2025 TO JUNE 30, 2026 FISCAL YEAR ACCORDING TO THE ATTACHED CONDITIONS AND SPECIFICATIONS.</p> <p>-</p> <p>NOTE: MCNEESE FOOTBALL IS NOT TO BE INCLUDED IN THIS SOLICITATION/CONTRACT. THIS CONTRACT EXTENDS TO ALL OTHER ATHLETIC DEPARTMENTS AND UNIVERSITY DEPARTMENTS WISHING TO CHARTER BUSES DURING THE CONTRACT PERIOD.</p> <p>-</p> <p>AWARDING OF THIS SOLICITATION WILL BE BASED ON DAILY COST AND MILEAGE. DAILY COST IS TO INCLUDE ALL EQUIPMENT, DRIVERS, SERVICES, INSURANCE, FUEL, TAXES, FEES, GRATUITY, AND ANY OTHER TRIP EXPENSES THE UNIVERSITY WILL NOT INCUR ANY ADDITIONAL COSTS ABOVE THE CONTRACTOR'S STATED BID PRICE.</p> <p>-</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 _____



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
05/16/25	D2600002

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 06/16/25 Bid due @ 2:00 PM

No.	Quantity	Description	Unit	Unit Price	Extension
1		<p>Request for Sealed Bid (SB)</p> <p>(Continued ...)</p> <p>ESTIMATED CHARTER USAGE FOR EACH FISCAL YEAR WILL BE APPROXIMATELY 60-80 CHARTERS FROM JULY 1, TO JUNE 30TH. THE ACTUAL AMOUNT MAY BE MORE OR LESS. THIS IS NOT A GUARANTEED AMOUNT AND IS ESTIMATED ONLY.</p> <p>-</p> <p>SEE THE ATTACHED CONDITIONS AND SPECIFICATIONS.</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

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 FOR CHARTER BUS SERVICE CONTRACT
CONDITIONS AND SPECIFICATIONS
INITIAL TERM 2025-2026 FISCAL YEAR
McNEESE STATE UNIVERSITY
BID D2600002**

IMPORTANT DATES

Deadline for inquiries regarding the bid is **June 9, 2025.**

Bid due date and time is **June 16, 2025 at 2:00 p.m.**

.....

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 season of McNeese State University athletic teams and other Departmental travel located on the campus of McNeese State University, Lake Charles, Louisiana. Upon agreement of both parties this contract may be renewed for two (2) additional one-year terms, under the same pricing, conditions and specifications.

NOTE: McNeese Football is excluded from this contract. The McNeese State University Band, Student Programs Associations, Student Government Association, Office of Admissions, Governor's Program, as well as other Departments may have use of this contract.

- 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 SUBMISSION:

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 bid form below.
3. **Number of Bid Response Copies:** Each Bidder **must** submit one (1) signed original bid and an electronic copy on a USB drive device 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:

1. **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.
2. **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. Buses will be used for all trips for each sport, except football. All trips will originate and terminate on the McNeese State University Campus.
2. All buses must be 2020 or newer and equipped with anti-lock brakes. Buses older than 2020 will not be accepted.
3. All buses must include the following equipment in good to excellent operating 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. 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 port of the bus.
 - e. Seating areas must be in excellent conditions.
 - f. All buses must include either state of the art radio communications and/or cellular telephones for use in emergency situations.
 - g. Air conditioning and heating must be in excellent operating conditions.
 - h. All buses provided must have WIFI services.
 - i. All buses must have a minimum of fifty seats unless noted otherwise.
 - j. Have 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.
4. Meals for the bus driver are the responsibility of McNeese during the time of travel.
5. McNeese State University will be responsible for booking and paying for the driver's hotel room. Hotels to be selected by McNeese.
6. Background checks must be performed on driver assigned to McNeese. Drivers must be in compliance with the Federal Highway Administration's controlled substances testing regulations for interstate drivers.
7. 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.
8. The Contractor is responsible for communicating the bid requirements to their driver(s) prior to the trip.
9. Driver must be dressed appropriately and present himself/herself in a professional manner at all times.
10. Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service.
11. Drivers are at no time to discuss or request gratuity from coaches, staff or students.
12. Drivers will schedule smoke breaks at the same time the team stops for meals, snacks or restroom breaks.
13. Bus Company must be able to provide a 24 hour contact name and telephone number for emergencies.
14. 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.

15. Successful bidder may be required to submit a list of equipment meeting specifications prior to awarding of bid.
16. All bidders are required to complete the attached detailed cost calculation Bid Form provided below for proposed trips to be taken during the 2025-2026 contract period for assistance in evaluating bids.
17. All buses must have a minimum of 52 seats unless noted otherwise.
18. Vendor must be a current member of an organization that provides emergency assistance and replacement of equipment should there be a breakdown on a trip.
19. The bus driver must carry a working cell phone at all times.
20. 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. Service may be required on any day of the week. More than one sport may need buses on the same day.
21. The Successful Bidder shall provide a written quote to the Athletic Department or Department when a trip is scheduled for each trip made under this contract. Note: To ensure the University is receiving the prices quoted on the bid response, each quote should indicate a total price, and broken down into the individual line price provided on the Bid Form submitted with your bid response.
Quotes must include:
 - a. The specific trip quoted as a day rate or a mileage rate.
 - b. The base fuel rate and the noted fuel surcharge.
 - c. Additional Driver Charges if applicable for the specific trip.
22. 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 be disclosed as a part of the bid.
23. The University shall not be charged a penalty fee if cancellation occurs 12 hours prior to the scheduled trip. The University shall not be charged a penalty fee if cancellation occurs 0 hours prior to the scheduled trip if the athletic competition contest is cancelled due to inclement weather, hurricane, etc.
24. The University shall not be charged a penalty fee if cancellation occurs due to a schedule change and the company cannot supply a bus resulting in the University having to find other transportation.
25. Charter company must provide notice to the University should they not be able to provide a bus 48 hours prior to schedule trip.
26. The Contractor 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 McNeese so that they arrive at the scheduled event. All costs associated with this type of event are the responsibility of the vendor.

VII. CODES AND PERMITS: Said contractor shall comply with all local codes and ordinances.

VIII. INSURANCE: The successful bidder will be required to provide McNeese State University with a certificate of insurance as outlined on the attached "Standardized Insurance Requirements for State Agency Contracts". The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the 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 certificate is to list McNeese State University, Box 92415, Lake Charles, LA 70609 as the Certificate Holder and an Additional Insured.

Acceptability of Insurers: Insurance is to be placed with Insurers with a Best's rating or A-VI or higher.

IX. INDUSTRY REGULATION REQUIREMENTS

ALL CONTRACTORS MUST:

1. Have a satisfactory DOT Rating. DOT Rating shall be provided to McNeese State University upon request.
2. Have random drug and alcohol testing.
3. Adhere to Federal Motor Coach Carrier Safety Regulations

X. PRICING: Bidders must provide costs for each item on the following BID FORM. **All associated charges, fees, etc. must be included in the requested rates below.**

BID FORM
BID D2600001
McNeese State University
Bus Charter Services Contract
Next 3 Pages

Number of trips, days, miles used below are estimated numbers of trips, days, mileage projected. McNeese is using these figures as a basis for award only and reserves the right to increase or decrease quantities as needed. Estimates are not be construed as a guarantee of quantities under this contract.

Item No.	Item Description	Estimated Quantity	UOM	Unit Price	Extended Amount
1	Type of Bus: minimum 52 passenger – must include make, model, year, and passenger capacity. Attach additional sheets if necessary. Bidder must own at least three (3) coaches meeting these specifications that are in excellent operating condition. _____ _____	NA	NA	NA	NA
2	Motorcoach service from MSU to Baton Rouge Airport (one way) Per Bus. Minimum 52 passenger bus.	5	Each	\$ _____	\$ _____
3.	Motorcoach service from MSU to New Orleans Airport (one way)	5	Each	\$ _____	\$ _____
4.	Motorcoach service from MSU to Lafayette Airport (one way)	5	Each	\$ _____	\$ _____
5.	Motorcoach service from MSU to Lake Charles Airport (one way)	5	Each	\$ _____	\$ _____
6.	Motorcoach service from MSU to Houston Airport (one way)	5	Each	\$ _____	\$ _____

7.	Motorcoach service from MSU to various Cities and back. One minimum 52 Passenger Bus. Price quoted per mile.	100,000	Miles	\$ _____	\$ _____
8.	Motorcoach service from MSU to various Cities. Base Charge per day. Price quoted per day.	60	Day	\$ _____	\$ _____
9.	Motorcoach service price quoted per hour.	50	Hour	\$ _____	\$ _____
10.	*** Additional Driver Charges (relay driver) – Minimum 52 Passenger Bus.	40	Each	\$ _____	\$ _____
11.	Fuel Surcharge Base Rate.	\$ _____			
	Price will increase by this percentage.	% _____	Every	\$ _____	Increase per gallon.
FUEL SURCHARGE SCALE					
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____

	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
	_____ %	Cost/Gal	\$ _____	To	\$ _____
NOTE: Fuel Surcharge rate and cost shall be stated on each quote and invoice.					

Bid Submitted by: _____

Name of Company (Please include a business card with your bid response)

Company Representative _____

Telephone: _____

Email: _____

Invoices must be itemized and billed in accordance with the line items. **Quoted prices (items 1-11) must stay firm for the duration of the contract.** Fuel surcharge increase is to be documented on the invoice separately.

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:
