

# LOUISIANA TECH UNIVERSITY

## INVITATION TO BID ONLY



BIDDER MUST FILL IN COMPANY NAME AND  
COMPLETE ADDRESS (PRINTED OR TYPED)

PHONE:

FAX:

EMAIL:

BID SUBMISSION DEADLINE:

July 14, 2025 @ 2:00 PM

BID NUMBER:

50012-613-26

DEPARTMENT

Intercollegiate Athletics

**PRICE MUST BE FIRM FOR AT LEAST  
30 DAYS FROM OPENING DATE**

DELIVERY IN  DAYS

TERMS

**BIDDER AGREES TO COMPLY  
WITH ALL CONDITIONS  
BELOW AND ATTACHED TO  
THIS REQUEST.**

Prices are to be complete and the FOB  
point to be Louisiana Tech University  
unless otherwise specified.

**RETURN THIS FORM TO:**

**PURCHASING OFFICE  
P.O. Box 3157  
208 Keeny Circle, Rm. 408  
Ruston, LA 71272**

**Phone: 318-257-4205**

Company Quote #  
if applicable

**FAILURE TO SIGN WILL DISQUALIFY BID**

Typed or Printed Name

Authorized Signature/Title

| ITEM: | COMPLETE SPECIFICATIONS  | QTY. & UNIT:  | UNIT PRICE: | AMOUNT: |
|-------|--|---------------|-------------|---------|
| 1     | <p>The Louisiana Tech University Office of Purchasing is now accepting SEALED BIDS for the following:</p> <p>Athletics Game Day / Special Events Staffing</p> <p>*No Bid Bond is required for this Sealed Bid*</p> <p>**Please see the attached Sealed Bid Specifications**</p> <p>Prices submitted for this bid are to remain valid from a period of July 1, 2025 to June 30, 2026. This bid also allows for the option to renew the agreement for two (2) additional one (1) year terms if both the University and the Awarded Vendor mutually agree.</p> <p>ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING BY MAIL OR IN PERSON. DO NOT EMAIL OR FAX.</p> <p><b>The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University 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. Bids received after the due date and time will not be considered.</b></p> <p>For questions regarding specifications, please contact the Office of Purchasing at 318-257-4205 or purchasing@latech.edu. Please ensure that the above quotation number appears on all communications.</p> | various items |             |         |

**IMPORTANT:** If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references or not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

## **Sealed Bid Specifications**

Louisiana Tech University Office of Purchasing is now accepting SEALED BIDS to provide Game Day/Special Event Staffing Services for Intercollegiate Athletics. The facilities currently used by Intercollegiate Athletics is the Davidson Athletics Complex, the Thomas Assembly Center, the Joe Aillet Stadium, the JC Love Field at Pat Patterson Park, and all other University Athletics' facilities in Ruston, Louisiana 71270 which are owned, leased, or rented by Louisiana Tech University.

### **1. Awarded Vendor Qualification Requirements**

- a. The Awarded Vendor shall have all necessary licenses and certifications as may be required and maintained by the State of Louisiana and all other applicable agencies. As applicable, provide proof of license, registrations, and/or certification in your bid package.
- b. The Awarded Vendor shall not subcontract any portion of this contract. All work is to be performed directly by the Awarded Vendor submitting a bid. Provide a statement in the bid package acknowledging that no work shall be subcontracted.
- c. The Awarded Vendor's employees must be properly trained in the latest event staffing practices and techniques.
- d. The Awarded Vendor must provide a Fidelity Bond with a minimum of \$50,000 in coverage
- e. The Awarded Vendor must respond promptly to emergency calls within a two (2) hour period. Promptly means with a crew sized sufficiently to address the emergency. Failure to respond may yield a contract penalty of \$50 per call.
- f. The Awarded Vendor personnel must maintain a neat, clean, and professional appearance at all times. The Awarded Vendor's personnel are required to wear uniforms that clearly display the company's name. Uniform shirts must be tucked into trousers at all times. Additionally, each of the Awarded Vendor's personnel must wear a visible name tag that identifies them individually; and it must be worn at all times while on duty.
- g. The Awarded Vendor shall be required to adhere to applicable University policies as well as the University's Tobacco Use Policy which states that all tobacco products are strictly prohibited on the Louisiana Tech University campus.
- h. The Awarded Vendor shall provide a complete list of all equipment and materials that will be used to perform game day / special event staffing services at Louisiana Tech University. Please indicate if a walk-through detection system will be used.

- i. The Awarded Vendor shall provide a copy of their Certificate of Insurance to the University along with signed contract documents, as required in the insurance section of this bid document.
2. Mandatory Site Visit- Vendors planning to submit a bid SHALL attend the mandatory pre-bid meeting on June 11, 2025 at 10:00 AM at the Thomas Assembly Center Waggoner Room 1650 West Alabama Avenue, RM 168 Ruston, LA 71270. Vendors that do not attend the Mandatory Pre-Bid Meeting shall not be permitted to submit a bid. The Awarded Vendor shall be responsible for familiarizing themselves with existing facilities and conditions. The Awarded Vendor is also responsible for verifying the location of all gate positions, usher positions, parking, etc. The University will make available upon request floor plans to potential bidders. However, the University in no way warrants the accuracy of these floor plans. Bidders must verify all existing conditions for themselves.
3. Inquiry Period- all inquiries, requests for information, requests for clarifications, etc. shall be made in writing to the Louisiana Tech University Office of Purchasing. Inquiries MUST be emailed to the Assistant Director of Purchasing, Clint Williams at [clintw@latech.edu](mailto:clintw@latech.edu). Inquiries are due to the University by June 25, 2025 @ 5PM. Any inquiry submitted after this time will not be acknowledged. The Office of Purchasing will issue any addendum to address any inquiries if required. An addendum issued by the Office of Purchasing shall be the only official and binding response to any inquiry.
4. Scope of Services- The Awarded Vendor shall provide complete game day / special event staffing for Louisiana Tech University Intercollegiate Athletics facilities: Davison Athletics Complex, Joe Aillet Stadium, Thomas Assembly Center, JC Love Field at Pat Patterson Park, and all other Louisiana Tech University Athletics Facilities in Ruston, Louisiana 71270. Louisiana Tech University reserves the right to add or delete a facility as the need arises.
5. Awarded Vendor Personnel- The Awarded Vendor shall provide a sufficient amount of adequately trained staff members as provided for in the Louisiana Tech University Athletics Game Day / Special Event Policies and Procedures. Please refer to the staffing numbers on page 10 of this Invitation to Bid.
  - a. Supervision – The Awarded Vendor shall provide a minimum of two (2) full-time Event Supervisors for events held at Joe Aillet Stadium, and one (1) full-time Event Supervisor for events at the Thomas Assembly Center, JC Love Field at Pat Patterson Park, and all other athletic and non-athletic events conducted at Louisiana Tech University Athletics Facilities in Ruston, LA 71270. A Supervisor must be on-site at all times whenever the Awarded Vendor's personnel are working at any Louisiana Tech University facility.
  - b. Background Checks- the Awarded Vendor shall perform a full background check for every employee assigned to the Louisiana Tech University

account prior to that employee beginning work. The background check shall include a check of criminal, felony, and misdemeanor history. Employees shall also be checked against the sex offender registry. A report of the background check shall be submitted to University prior to that employee beginning work. Louisiana Tech University shall review each background check and reserves the right to either approve or deny the employment of each based on the results of the background check.

- c. Drug & Alcohol Testing- The Awarded Vendor shall require employees to submit a standard drug and alcohol test if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The University may request that the Awarded Vendor perform a standard drug and alcohol test on any of the Awarded Vendor's employees. Additionally, the Awarded Vendor must perform a drug and alcohol test following any workplace incident / accident on Louisiana Tech University property within two (2) hours of the incident / accident. Anyone who tests positive for drugs and /or alcohol shall no longer be allowed to work at Louisiana Tech University events.
- d. The University reserves the right to require the Awarded Vendor to remove an employee from any or all buildings or events employed under the contract when the University deems it to be in the University's best interest.
- e. The Awarded Vendor shall be the primary employer of the temporary staffing service employees and, in its sole discretion as an employer; reserves the right to hire, assign, and/or terminate its own employees. The University is not a co-employer of the Awarded Vendor's staff.
- f. The Awarded Vendor will act as an Independent Contractor conducting business with the University and as such will comply with all Federal, State, and Local laws regarding working conditions, hours of employment, overtime regulations, and methods of payment. All work shall be performed in compliance with all applicable Federal, State, and Local laws, codes, and regulations.
- g. The Awarded Vendor's employees shall NOT be entitled to participate in any of the employee benefit plans of the University or State Agency using these services, including retirement, deferred compensations, insurance, paid leave and holidays, and other similar plans, programs, and agreements, whether reduced to writing or not. Any benefits accruing to the temporary staffing employees shall be the responsibility of the Awarded Vendor.
- h. The services provided to accomplish the requirements of this contract shall be under the control, management, and supervision of the Awarded Vendor, unless otherwise stated.

- i. The Awarded Vendor must provide its employees with Worker's Compensation and Unemployment Compensation Insurance and must deduct all applicable Federal, State, and Local taxes from employees' checks. The employees provided under this contract must be employees of the Awarded Vendor; the employees provided SHALL NOT be considered to be independent contractors by the Awarded Vendor.
  - j. The Awarded Vendor will be responsible for wages, salaries, fringe benefits, withholding and payment of any taxes, federal, state, social security, and any other taxes or levies upon the Awarded Vendor's employees at the State Agencies using these services.
  - k. No employee of the Awarded Vendor may supervise a University employee.
  - l. The Awarded Vendor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular work and notify the University contact coordinator of that replacement.
  - m. The Awarded Vendor's employees will not be able to use common areas of any University facility for breaks, lunch, etc. The Awarded Vendor shall be allowed to use the common restrooms in these facilities.
  - n. The Awarded Vendor's employees will not be provided with on-site parking during football games or other major events.
  - o. The Awarded Vendor shall not bid on or otherwise contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in an affidavit attesting to both of the following:
    - i. The private employer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
    - ii. The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
6. Schedule of Services
- a. The Awarded Vendor will be required to provide event staffing services described herein. Many of these events will take place after normal business hours and will require late night / weekend service.
  - b. Emergency Call Out - the Awarded Vendor shall provide full contact information of the supervisor assigned to the Louisiana Tech University account. The supervisor shall be available and able to be reached by phone at all times. If for some reason this supervisor will not be able to be reached, then another employee shall be designated and their contact information provided to Louisiana Tech University. The Awarded Vendor shall respond

on-site to any emergency call-out within two (2) hours of receiving the notification.

- c. Additional events may be scheduled, and the Awarded Vendor will be notified in advance. Please note that all dates and times are subject to change. Any adjustments to the schedule—whether for athletic or non-athletic events—will be communicated with sufficient notice. Vendors are expected to plan accordingly and make necessary accommodations for any changes.

## 7. Security

- a. Keys to all facilities are the responsibility of the University. The Awarded Vendor and University personnel shall reach agreed-upon terms for the receipt, issuance, and control of ALL keys. Such agreement MUST be reduced to writing and signed by a responsible individual of each party. If keys are lost the Awarded Vendor must pay \$1,000 per lost key to rekey locks.
- b. The Awarded Vendor shall not disturb papers on desks, open drawers, cabinets, or lockers, use telephones, radios, computers, TVs, video equipment, or office equipment, or tamper with personal property.
- c. All interior doors and exterior entrance doors shall be closed, checked, and locked before leaving the building each day.
- d. The Awarded Vendor shall report, in writing or by verbal communication to the University Athletic Internal Operation Office, Room 104, 318-257-4111 within four (4) hours, anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc.

## 8. Pricing

Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment, tools, materials, supplies, insurance, taxes, shipping, etc. Louisiana Tech University reserves the right to award any of the options listed below.

- a. Bidders shall submit pricing for the Louisiana Tech University Athletics Game Day / Special Event Staffing on the basis of per hour rate for each position required. The University shall award this Sealed Bid using pricing that includes the total cost to the University based upon the number of required staffers (working the average estimated hours per event) multiplied by the hourly pay per position multiplied by the total number of estimated events per year per sport.

# **Louisiana Tech University Intercollegiate Athletics**

## **Event Schedule 2025-2026**

- Detailed schedule will be released at a later date.
- On average the facilities will host 40 basketball games, 40 baseball games, and 6 football games & any CUSA Championships hosted on University Facilities.
- Additional events are permitted to be scheduled, and the Awarded Vendor will be notified in advance.
- Dates and Times are subject to change: any change in schedule due to inclement weather, etc. will be notified in advance. Accommodations for such changes need to be planned accordingly.

### **Joe Aillet Stadium / Thomas Assembly Center / JC Love Field at Pat Patterson Park, & all other Louisiana Tech University Athletics Facilities Event Staffing Specifications**

#### **Scope of Services**

The Awarded Vendor to provide game day / special event services to the Davison Athletics Complex, Thomas Assembly Center, Joe Aillet Stadium, JC Love Field, Ruston, Louisiana 71270 which are owned, leased, or rented by Louisiana Tech University. Event Staffing service will include all labor, supervisor personnel, equipment including walk through metal detectors, materials, and supplies.

#### **Event Staffing Scope of Work: Ushers, Ticket Takers, Gate Workers, and Security Personnel**

All assigned staff shall perform duties in alignment with the values, mission, and philosophy of Louisiana Tech University. Staff members are expected to conduct themselves in a professional manner while ensuring the safety, comfort, and satisfaction of all event patrons.

Primary Responsibilities:

1. Customer Service & Patron Interaction
  - a. Greet patrons courteously upon arrival at the venue.
  - b. Provide exceptional customer service by assisting with inquiries and ensuring guests' needs are met.
  - c. Offer guidance to seating areas by verifying tickets and assisting patrons with locating assigned seats.



- d. Provide clear directions to restrooms, concession areas, and designated exits.
- 2. Ticketing & Entry Control
  - a. Verify the validity of tickets and identify any fraudulent or suspicious entries.
  - b. Collect and tear ticket stubs, ensuring patrons retain the appropriate portion.
  - c. Monitor access points to ensure only authorized individuals enter restricted areas.
- 3. Venue Navigation & Assistance
  - a. Assist individuals with disabilities or impairments in accessing and navigating the venue.
  - b. Provide assistance to guests using elevators, as needed.
  - c. Support patrons in locating lost or missing items and report them accordingly.
- 4. Safety & Emergency Protocols
  - a. Monitor patron activity throughout the venue to uphold safety and prevent disturbances.
  - b. Ensure compliance with all safety rules and venue regulations.
  - c. Provide emergency instructions when necessary and support orderly evacuation procedures.
  - d. Follow all emergency response protocols and assist in guiding patrons to exits in the event of an emergency.
- 5. Facility Maintenance & Cleanliness
  - a. Maintain cleanliness and organization in lobby areas and throughout the venue.
  - b. Hold doors for patrons entering and exiting the facility, as needed, to ensure smooth and respectful movement of guests.
- 6. Incident Monitoring & Reporting
  - a. Observe and monitor the behavior of students, staff, patrons, and visitors during events (e.g. special events, athletic competitions, etc.) to maintain a safe and secure environment.
  - b. Report incidents such as accidents, altercations, inappropriate behavior, or violations of event rules to appropriate administrative or instructional personnel for timely intervention and resolution.
- 7. Additional Duties
  - a. Perform other related tasks as assigned to support the effective and efficient operation of events and uphold the standards of Louisiana Tech University.



Sealed Bid Submission Form – **VENDOR MUST COMPLETE AND SUBMIT BOTH PAGES OF THIS SEALED BID SUBMISSION FORM ALONG WITH THE SIGNED (INK SIGNATURE) INVITATION TO BID FACE PAGE)**

1. Does the vendor require minimum number of hours per staff member? If yes, please state minimum hours. \_\_\_\_\_

2. An estimate of 10-12 walk-through detection systems are necessary for Athletic Events. Does the vendor offer an active walk-through detection system, composed of two freestanding pillars for all Athletic Events when applicable?

☐ YES      ☐ NO

If yes, please provide a detailed description of equipment:

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Please also provide the per-unit cost for each walk-through detection system. If the cost is included in your overall service offering, indicate the price as zero (\$0). If you do not offer this service, please mark it as not applicable. Although a walk-through detection system is not required for the bid, vendors offering this service may receive favorable consideration, depending on the associated cost.

Per Unit: \$ \_\_\_\_\_

Available Units Offered: \_\_\_\_\_

3. The University shall award this Sealed Bid using pricing that includes the total cost to the University based upon the number of required staffers (working the average estimated hours per event) multiplied by the hourly pay per position multiplied by the total number of estimated events per year per sport.

(ie. *Staff Position x Est Hours x Bid Hourly Rate x Estimated Number of games per sport*)

Sealed Bid Submission Form (page 2) – **VENDOR MUST COMPLETE AND SUBMIT BOTH PAGES OF THIS SEALED BID SUBMISSION FORM ALONG WITH THE SIGNED (INK SIGNATURE) INVITATION TO BID FACE PAGE)**

Event Staffing Numbers Per Event: **Football Game day**

| Position      | Number of Workers Required per event | Average Number of Hours Per Worker per event | Pay Rate Per Position (to be completed by bidder) |
|---------------|--------------------------------------|--|---|
| Ticket Takers | 18                                   | 6  |   |
| Bag Checkers  | 23                                   | 6  |   |
| Parking Staff | 13                                   | 10.5   |   |
| Security      | 10                                   | 6  |   |
| Ushers        | 14                                   | 7  |   |
| Supervisor    | 3                                    | 13   |   |
|               |                                      |  |   |
| Total Workers | 81                                   |  |   |

Estimated number of games: 6

Event Staffing Numbers Per Event: **Basketball Game day**

| Position      | Number of Workers Required per event | Average Number of Hours Per Worker per event | Pay Rate Per Position (to be completed by bidder) |
|---------------|--------------------------------------|--|---|
| Ticket Takers | 4                                    | 4.5  |   |
| Bag Checkers  | 3                                    | 4.5  |   |
| Parking Staff | 6                                    | 4  |   |
| Supervisor    | 1                                    | 5  |   |
|               |                                      |  |   |
| Total Workers | 14                                   |  |   |

Estimated number of Games: 40

Event Staffing Numbers Per Event: **Baseball Game day**

| Position      | Number of Workers Required per event | Average Number of Hours Per Worker per event | Pay Rate Per Position (to be completed by bidder) |
|---------------|--------------------------------------|--|---|
| Ticket Takers | 5                                    | 5.5  |   |
| Bag Checkers  | 4                                    | 5.5  |   |
| Parking Staff | 3                                    | 6  |   |
| Security      | 2                                    | 5  |   |
| Supervisor    | 1                                    | 7  |   |
|               |                                      |  |   |
| Total Workers | 15                                   |  |   |

Estimated number of games: 40



**THIS IS A REQUEST FOR A SEALED BID  
INSTRUCTIONS TO BIDDERS**

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Office of Purchasing prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Office of Purchasing 72 (seventy-two) business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose. The Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The University 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. Bids received after the due date and time will not be considered.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;

- B. Bid sent by facsimile equipment;
- C. Bid filled out in pencil; and
- D. Bid not submitted on the designated bid forms.

12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, 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 name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.
14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech 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.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech 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. 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 the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University 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.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech 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.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, 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. Louisiana Tech 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 complaint deliverables in progress.

22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.
24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, 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.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You shall indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
- 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
- 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.
30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.
34. 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.
35. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries - In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following: 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or



association's status as a firearm entity or firearm trade association; 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.al.gov](http://www.vetaffairs.al.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.