

**SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID
JUNE 17, 2026 @ 10:30 AM
DOMESTIC WATER HEATER BOILERS
U. S. JONES HALL DORMITORY**

DATES ADVERTISED: May 15, 2026 & May 22, 2026
**MANDATORY PRE-BID CONFERENCE
AND SITE VISIT:** May 28, 2026 @ 10:30 AM
LOCATION: Physical Plant Department
Benjamin H. Kraft Building
515 James L. Hunt Street
Southern University
Baton Rouge Campus
Site Telephone No. 225-771-4741 or
225-771-6241

DEADLINE TO SUBMIT INQUIRIES: June 4, 2026 by 5:00 PM
SUBMIT INQUIRIES TO: Linda Antoine
Email: linda_antoine@subr.edu

DEADLINE TO RESPOND TO INQUIRIES June 10, 2026 by 5:00 PM
*Note: Responses to inquiries/addenda are posted on LAPAC (La State Procurement website) LAPAC website: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>
It is the responsibility of the vendor to check LAPAC for addenda.*

DEADLINE TO SUBMIT BID: June 17, 2026 @ 10:30 AM
SUBMIT BID TO: Linda Antoine, Director
Southern University Purchasing
Department-P. O. Box 9534 or
James L. Prestage Drive
J. S. Clark Adm. Bldg. Annex, 1stFloor
Baton Rouge, LA 70813
Telephone 225-771-2804 or 771-4587

As an alternative
Use link to submit bid online:
<http://www.sus.edu/bidcertification>

Bid shall be uploaded no later than 10:30 AM on June 17, 2026

**ADVERTISEMENT
REQUEST FOR BID
BID #50016-10353
DOMESTIC WATER HEATER BOILERS
(REMOVE OLD AND REPLACE WITH NEW)
U. S. JONES HALL DORMITORY
SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
BID OPENING DATE AND TIME: JUNE 17, 2026 @ 10:30 AM**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Department, 8100 James L. Prestage Drive, PO Box 9543, J. S. Clark Administration Building Annex, South Entrance, First Floor East, Baton Rouge, LA 70813. Bids will be opened and read aloud in a public meeting in the Southern University Purchasing Department.

**MAIL, HAND-DELIVER OR ELECTRONIC SUBMITTAL TO PURCHASING
DEPARTMENT NO LATER THAN 10:30 AM-ON JUNE 17, 2026**

Alternative submittal:

Electronic submittal: Use link to submit bid online:

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

Bidders are solely responsible for ensuring timely delivery of their bids. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

**ALL BID SPECIFICATIONS AND ADDENDA CAN BE OBTAINED BY ACCESSING
THE LA STATE PROCUREMENT WEBSITE**

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

(Search by bid # 50016-10353)

**We highly recommend registering your company with Louisiana State
Procurement/LAPAC**

Mandatory Pre-Bid Conference & Site Visit: May 28, 2026, at 10:30 AM

**Conference & Site Visit Location: Physical Plant Building (Southern University
Campus)**

Physical Plant Department

Benjamin H. Kraft Building-515 James L. Hunt Street

Southern University Campus

Baton Rouge, LA 70813

Site Telephone Nos. 225-771-4741 or 225-771-6241

**Participants shall be in attendance by 10:30 a.m. and sign sheet provided by the
Purchasing Department.**

Bidders must visit the site and be familiar with the local conditions under which the work is to be performed. No additional compensation will be granted because of unusual difficulties, which may be encountered in the execution of any portion of the work.

Inquiries will be accepted until June 4, 2026, by 5:00 PM. Inquiries shall be submitted to Linda Antoine at linda_antoine@subr.edu

Responses to inquiries will be posted on LAPAC-LA State Procurement website on June 10, 2026, by 5:00 PM

Vendors are responsible for checking addenda posted on LAPAC

Any person requiring special accommodation should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date. Additional contact is Henry Thurman, Southern University Safety Department at henry_thurman@subr.edu or 225-771-4741

5% Security

All bids must be accompanied by bid security equal to **five (5%) percent of the sum of the base bid and all alternates if applicable** and must be in the form of a certified/official check, cashier's check or bid bond, made payable to Southern University and A & M College. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that is listed thereon as approved for amount equal to or greater than the amount for which it obligates itself in this instrument. No bid bond indicating an obligation of less than five percent (5%) by any method is acceptable.

Performance & Payment Bond

Successful Proposer shall be required to furnish a performance (surety) bond. The amount will be determined during contract negotiations for the period the contract is in effect. The Bond should be made payable to Southern University. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-:VI rating or higher in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-:VI rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the

company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed or authorized to do business in the State of Louisiana. The bond must be received within twelve (12) working days from the date of notification.

Bidders shall include the following envelopes of choice: company's name, address, Louisiana contractor's license number, bid number, bid opening date and time.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

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

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director of Purchasing at (225) 771-2800 or email to maryjane_spruel@subr.edu and the Architect Firm.

No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5).

The University reserves the right to reject all bids and to waive any informalities incidental thereto.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of 72000000 Building & Construction, 72100000 Building Construction, Support, Maintenance & Repair Service. 72102300 Plumbing and Heating and Air Conditioning. Boilers.

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

Linda A. Antoine, Director of Purchasing

DATES ADVERTISED

5/15/226 & 5/22/26

BID PRICE FORM

TO: **Southern University and A&M College**
Post Office Box 9534
James J. Prestage Dr-J.S. Clark Adm. Bldg. Annex
Baton Rouge, LA 70813

BID FOR: Bid Number 50016-10353
PROJECT: Domestic Water Heaters
U.S. Jones Hall Dormitory
Southern University and A&M College
Baton Rouge Campus

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: SU Purchasing Department

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. N/A

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A _____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

EMAIL _____

PHONE _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

PRINT NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

DATE: _____

Completion Time: _____ Liquidated Damages: \$150.00 per day

5% Bid Security: XX Yes (shall be included with bid)

(check here) _____ **Bid Security included. Bid Security shall be total of 5% for base bid and alternates.**

Successful bidder will be notified by letter to secure Performance and Payment Bond up to 100% of cost.

(check here) _____ **Board Resolution**

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5) or Secretary of State verification.

BID SECURITY(5%) in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38: 2218.A is attached to and made a part of this bid.

The Unit Price Form shall be used if the contract includes unit prices. *Otherwise it is not required and need not be included with the form.* The number of unit prices that may be included is not limited and additional sheets may be included if needed.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Southern University and A&M College
 Post Office Box 9534
 James J. Prestage Dr.-J. S. Clark Administration Bldg. Annex
 Baton Rouge, LA 70813

BID FOR: Bid Number 10353

DOMESTIC WATER HEATERS

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:			

Wording for "DESCRIPTION" is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

Southern University and A&M College

Request for Bid

Bid Number 50016-10353

June 17, 2026—10:30 AM

Remove 2 Faulty Domestic Water Heaters and replace with 2 New Domestic Water Heaters

U.S. Jones Hall Dormitory

SCOPE:

- Remove any HVAC components preventing the removal of the 2 faulty domestic heaters--including removing duct work
- Disconnect and remove any electrical and existing piping from the existing water heaters
- Removal and disposal of two (2) existing faulty PVI 1500 Tank type water heaters and haul from site
- Provide and install two (2) new tankless Laars or an approved equal-1,250,000 water heater
- Reconnect electrical and domestic water piping
- Run domestic water piping from 2 new heaters into the adjacent unused trash collection room
- Run domestic water piping above ceiling to the adjacent unused trash collection room to the storage tank
- Remove heaters from the Mechanical Room
- Install new units in the adjacent unused trash collection room
- Provide and install insulated tank to match existing storage capacity
- Provide all piping, electrical, gas and labor for a complete installation
- Check, test and start system
- All work to specifications

WARRANTY:

On work performed is one (1) year, parts and labor

Initial and return with bid _____

VENDOR INSTRUCTION AND INFORMATION FORM

PROJECT: DOMESTIC WATER HEATERS

LOCATION: U.S. JONES HALL DOMITORY

MATERIALS & WORKMANSHIP:

The work will be done in accordance with all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus required for the work will be of the quality specified, furnished, delivered, erected, connected and finished in every detail and will be so select and arranged to fit properly in the building space, etc. All work will be executed by competent workmen and in a thorough, substantial and workmanlike manner.

Examination of Site

Company shall visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract.

SCOPE:

- Remove any HVAC components preventing the removal of the 2 faulty domestic heaters--including removing duct work
- Disconnect and remove any electrical and existing piping from the existing water heaters
- Removal and disposal of two (2) existing faulty PVI 1500 Tank type water heaters and haul from site
- Provide and install two (2) new tankless Laars or an approved equal-1,250,000 water heater
- Reconnect electrical and domestic water piping
- Run domestic water piping from 2 new heaters into the adjacent unused trash collection room
- Run domestic water piping above ceiling to the adjacent unused trash collection room to the storage tank
- Remove heaters from the Mechanical Room
- Install new units in the adjacent unused trash collection room
- Provide and install insulated tank to match existing storage capacity
- Provide all piping, electrical, gas and labor for a complete installation
- Check, test and start system
- All work to specifications

WARRANTY:

On work performed is one (1) year, parts and labor

Southern University and A&M College Purchasing Department
PO Box 9534-Baton Rouge, LA 70813
225-771-2804

Contractor shall comply with all State/Local Fire Marshal codes
Contractor shall comply with all underground standards
Contractor shall comply with ADA regulations, where applicable
Contractor shall contact Louisiana One Call, before digging
Warning signs shall be on display

Unforeseen issues will cause a review of the proposal

Note to vendor: Any unforeseen issues shall be reported to project manager/contact. If this causes the price to increase, a written quote needs to be issued and should be reported to all contact(s).

Project contacts:

Jimmie Wade, Interim Executive Director, Physical Plant, SUBR
Jimmie_wade@subr.edu; 225-771-4741
Henry Thurman, Assistant Executive Director, Physical Plant, SUBR
Henry_thurman@subr.edu; 225-771-4741
Fredrick Breckenridge, Mechanical, Physical Plant
frederick_breckenridge@subr.edu 225-771-4741
Lisa Hammond, Residential Housing lisa_hammond@subr.edu 225-771-3590

Payment Terms

Payment shall be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

INSURANCE:

A current insurance certificate with Southern University as the certificate holder shall be sent to the Purchasing Department before starting project. Contractor will maintain insurance coverage until project is completed.

CLEAN-UP:

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all

Southern University and A&M College Purchasing Department
PO Box 9534-Baton Rouge, LA 70813
225-771-2804

equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

The contractor shall plan projects in a way to interfere as little as possible with normal operations of the areas and must exert effort to expedite completion of the work once it starts.

COMPANY'S NAME _____

SIGNATURE _____

PRINT NAME _____

**GENERAL TERMS & CONDITIONS
SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID**

**PROJECT: DOMESTIC WATER HEATERS
LOCATION: U.S. JONES HALL DORMITORY
BID DUE DATE: JUNE 17, 2026 @ 10:30 AM
BID # 50016-10353**

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

BIDS MAY BE SENT BY MAIL, HAND-DELIVERED OR ELECTRONIC

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage Drive
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Electronic submittal: Use link to submit bid online:

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

MANDATORY PRE-BID CONFERENCE & SITE VISIT: DECEMBER 3, 2025 @ 10:30 AM

INQUIRIES: ACCEPTED THROUGH DECEMBER 9, 2025, BY 5:00 PM

RESPONSES TO INQUIRIES: DECEMBER 15, 2025, BY 5:00 PM

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.**

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on university standard forms

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

2. Envelope (if mailed)

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

Bidder is responsible for means of delivery of bid.

Louisiana Contractors License Number shall be placed on the outside of the envelope.

3. Standards of Quality

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

4. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If

This document will be included with the successful vendor's contract. Return with bid

item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

5. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.

6. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by **L.R.S. 39:1695**.

7. Deliveries

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

8. Vendor Invoices

Invoices or AIA payment shall reference the Southern University purchase/release order number. AIA payment documents shall be certified and approved by the Architect or Engineer Firm and the agency. Pay applications will be paid by the State Office of Facility Planning.

9. Tax Information/State of Louisiana

Southern University is exempt from taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991, state agencies will no longer be required to pay state sales tax.

10. New Products

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified.

11. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract, (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

12. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

13. Fiscal Funding Clause (Renewal Contracts Only)

In accordance with LA R.S.39:1615 (c) and (e), any contract entered by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriate to support continuation of performance in a subsequent year of a multi-year contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. **E.** With respect to all multi-year contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

14. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

This document will be included with the successful vendor's contract. Return with bid

15. **Applicable Law**

All contracts will be construed in accordance with and governed by the laws of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

16. **Certification of No Suspension or Debarment (\$25,000 or more)**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

Federal Funded Non-Federal Funded

17. **E-VERIFY** (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

18. **Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113. a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

19. **Discriminatory Boycotts of Israel**

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

20. **Mutual Indemnification**

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

21. **Fair Labor Standards Act**

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

22. **Davis-Bacon Act (\$2,000 or more)**

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

Federal Funded Non-Federal Funded

23. **Small Business Entrepreneurship Programs**

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

24. **Public Works Projects (R.S. 38:2227)**

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

25. **Tobacco-Free Policy**

This document will be included with the successful vendor's contract. Return with bid

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

26. Equal Opportunity Employer

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

27. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

28. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

29. Prosecution of Work

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

30. On-Campus Attendance (COVID-19)

The Center for Disease and Control (CDC) recommends social distancing and wearing of masks to prevent the spread of the Coronavirus (COVID19).

31. Termination for Cause

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

32. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractors which relate to this contract.

33. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitution requires prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

34. Acceptance

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from

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the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment will be made at this time.

35. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

36. Clean-Up

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

37. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

38. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

39. Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

40. Clean Water Act

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

41. Energy Policy and Conservation Act

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

42. Anti-Lobbying and Debarment Act

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

43. Signature Authority

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)
A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.

44. ADDITIONAL REQUIREMENTS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS; THE PROJECT SPECIFICATIONS, AND SHALL COMPLY WITH APPLICABLE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCREPANCIES PRESENTED IN THESE PLANS PRIOR TO THE START OF WORK.
3. ALL WORK WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED, SHALL BE CONSIDERED UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR AND WHO WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT IDENTIFIED IN THE PLANS.
6. OWNER SHALL PROVIDE WATER FOR CLEANING OPERATIONS FROM ANY FIRE HYDRANT AT NO COST TO THE CONSULTANT.

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PUBLIC AWARENESS NOTICE – 192.616

Southern University Baton Rouge owns and operates a master meter natural gas distribution system on the school campus. The gas system consists of an underground network of pipelines. The purpose of the gas system is to provide a reliable and safe economical source of energy for heating purposes. The pipeline system has the capacity to reliably deliver natural gas.

The hazards of natural gas are odorless, colorless, tasteless, lighter than air and can ignite and/or explode with tremendous force when mixed with the right amount of air.

Measures taken include:

- Adding odorant to the gas to give it that distinctive smell, similar to rotten eggs, to warn us of its presence.
- Testing the odorant level each calendar quarter,
- Performing annual gas leakage surveys, and
- Conducting periodic pipeline patrols.

The following are signs that may indicate a gas leak:

- A hissing or roaring sound (caused by escaping gas)
- A patch of dead or discolored vegetation in an otherwise green setting along a pipeline route
- Blowing dirt, grass or leaves near a pipeline,
- Continuous bubbling in wet, flooded areas,
- A "gas smell" like gotten eggs.

Anyone who may smell this odor or notice any unusual conditions on or near gas mains, vents, service lines, meter sets, or especially inside of a building should call the maintenance office immediately. If you smell a strong gas odor inside a building, notify workers/occupants in the building to leave. Do not operate any switches or use the phone. Go a safe distance away upwind of the smell of the gas and call the maintenance office. With any gas leak protect life first, then property, then notify the maintenance office.

State and federal laws require excavators to notify LA One-Call 2 days before digging. If any excavation is planned, you must notify LA One-Call which will notify the Southern University Baton Rouge Maintenance Department to locate the gas lines.

To obtain additional information or report a gas related issue call Southern University Baton Rouge Office of Facility Services. The maintenance office phone number is (225) 771-4741. The LA One-Call Center phone number is 811.

Company _____

Signature _____

Print Name _____

Title _____

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INSURANCE REQUIREMENTS

Southern University and A&M College

Domestic Water Heaters

U. S. Jones Hall Dormitory

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. **A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.**

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c.

1 Initial and return with proposal _____

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

Maritime (Jones Act and LHWCA) needed when work is performed over navigable bodies of water

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Note: Successful bidder will be required to submit a certificate of insurance to Southern University as the certificate holder.

PO Box 9534-Baton Rouge, LA 70813