

**SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS**

**REQUEST FOR BID
CHARTER BUS SERVICES
BAND TRAVEL**

(for away football games)

September 16, 2026 @ 10:30 AM

Date posted on LAPAC

September 4, 2026

DEADLINE TO SUBMIT INQUIRIES:

September 9, 2026 by 5:00 PM

SUBMIT INQUIRIES TO:

Linda Antoine

Email: linda_antoine@subr.edu

DEADLINE TO RESPOND

September 11, 2026 by 5:00 PM

Note: Responses to inquiries/addenda are posted in 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. Please register with LAPAC.

DEADLINE TO SUBMIT BID:

September 16, 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, 1st Floor

Baton Rouge, LA 70813

Telephone No. 225-771-2804 or 771-4580

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 September 16, 2026. Late bids will not be accepted.

SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING DEPARTMENT
Post Office Box 9545
J.S. Clark Administration Annex Building
James J. Prestage Drive
1st Floor East
Baton Rouge, Louisiana 70813

REQUEST FOR BID: Charter Bus Services (SU Marching Band)

Bids will be received at the above office until **September 16, 2026@10:30 a.m.** and at that time opened and read. Bids received after above specified time and date will be returned unopened.

BID OF: _____
(Company's Name)

ADDRESS: _____
(Company's Address)

In addition, bid may be emailed to Mary Jane Spruel at: maryjane_spruel@subr.edu

Bids shall 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 Annex Building
Baton Rouge, Louisiana 70813

Vendors are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by vendors' chosen means of bid delivery. Failure to meet bid return date and time shall result in rejection of bids.

*The terms on the bid are to include transportation charges to Southern University-Baton Rouge, Louisiana. Please enter your price on the attached bid price sheet. If additional space is required for the description attach a separate sheet and it will be considered part of your bid. **Our terms are Net 30.** Bids must comply with LA RS 39:1551-1736, and General Terms and Conditions.*

NOTE: Southern University reserves the right to award on an all or none basis or to more than one vendor.

Vendor: _____
Company's Name

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

FEIN/TAX ID #: _____

Bid # 10363

Email Address: _____

Bid #10363

Charter Bus Services-SU Marching Band
Southern University-POB 9534-Baton Rouge, LA 70813

I/We hereby furnish materials, labor and specified means of transportation and perform all work in compliance with specifications and general conditions of the Invitation for Bid for the prices as set opposite each item

1	September 25-27, 2026 Jackson, Mississippi	\$_____	\$_____
2	October 10-11, 2026 Prairie View, Texas	\$_____	\$_____
3	October 24-25, 2026 Houston, Texas	\$_____	\$_____
4	October 31, 2026-November 1, 2026 Tallahassee, Florida	\$_____	\$_____
5	November 27-29, 2026 New Orleans, Louisiana	\$_____	\$_____
6	SWAC (Contingency) December 6, 2026	\$_____	\$_____

BUS CAPACITY FOR ITEMS 1-6 (55 Passenger Buses)

The Contractor is advised that the University will arrange and pay for overnight accommodations for the driver(s). However, meals for driver(s) and other incidental costs shall be responsibility of the Contractor. The Contractor shall also be responsible for paying any and all tolls, parking fees and other trip-related expenses.

EXECUTION OF BID MUST BE SIGNED IN INK DATE_____

BY_____CITY/STATE/ZIP CODE_____

(Member of Firm Authorized to Sign Bids)

Title_____Tel#_____Fax#_____

Bid #10363

Company's Name: _____

ITINERARY 1 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band to Jackson, Mississippi on September 25-27, 2026

Depart:

Southern University-Baton Rouge, LA 70813

Friday-September 25, 2026@12 noon

Return:

To Southern University-Baton Rouge on Sunday-September 27, 2026@12 noon

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____
TOTAL TRIP CHARGES		\$ _____

Bid #10363

Company's Name: _____

ITINERARY 2 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band to Prairie View, Texas on October 10-11, 2026

Depart:

Southern University-Baton Rouge, LA 70813

Saturday-October 10, 2026@8:00 a.m.

Return:

To Southern University-Baton Rouge on Sunday-October 11, 2026 at 12 noon

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____

TOTAL TRIP CHARGES \$ _____

Bid #10363

Company's Name: _____

ITINERARY 3 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band to Houston, Texas on October 24-25, 2026

Depart:

Southern University-Baton Rouge, LA 70813

Saturday-October 24, 2026@8:00 a.m.

Return:

To Southern University-Baton Rouge on Sunday-October 25, 2026 at 12 noon

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____
TOTAL TRIP CHARGES		\$ _____

Bid #10363

Company's Name: _____

ITINERARY 4 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band to Tallahassee, Florida on October 31, 2026-November 1, 2026

Depart:

Southern University-Baton Rouge, LA 70813

Saturday-October 31, 2026@5:00 am

Return:

To Southern University-Baton Rouge on Sunday-November 1, 2026@12 noon

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____

TOTAL TRIP CHARGES \$ _____

Bid #10363

Company's Name: _____

ITINERARY 5 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band to New Orleans, Louisiana (Bayou Classic) on November 27-29, 2026

Depart:

Southern University-Baton Rouge, LA 70813

Friday-November 27, 2026@10 am

Return:

To Southern University-Baton Rouge on Sunday-November 29, 2026@12 noon

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____

TOTAL TRIP CHARGES \$_____

Bid #10363

Company's Name: _____

ITINERARY 6 - SU Marching Band

Six (6) 55 Passenger alike buses with uniformed drivers to transport the Southern University Marching Band (SWAC CHAMPIONSHIP)—December 6, 2026 (contingent upon game status)

Depart:

Southern University-Baton Rouge, LA 70813

December 6, 2026

Return:

TO BE DETERMINED

NOTE:

- (1) Bus is required to transport the team and support staff from hotel to game, meal sites, and practice, if required.
- (2) Bus is required to have working DVD/CD players, Wi-Fi and in-motion satellite with Direct TV
- (3) Each bus should be no more than five (5) years old or newer
- (4) Price must include lodging for drivers, if applicable
- (5) Non-smoker

Bus Capacity: 6-55 Passenger Buses

<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
6 each	_____	_____

TOTAL TRIP CHARGES \$ _____

SCHOOL AND CHARTER BUS REQUIREMENTS**Requirements:**

Vendor shall ensure assigned drivers for this service comply with the outlined Responsibility and Roles section of LA Administrative Code: Title 28, Education – Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) statutes documented in chapter 3 section 309.

Vendor shall be responsible for complying with the outlined Vehicle Inspection and Maintenance section of LA Administrative Code: Title 28, Education – Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) statutes documented in chapter 7, sections 701 and 703.

Vendor must ensure compliance with Vehicle Operation policies as is defined in LA Administrative Code: Title 28, Education - Part XXIX; Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB), Chapter 9, section 901.

A copy of LA Administrative Code: Title 28, Education – Part XXIX, Bulletin 1475: Operational and Vehicle Maintenance Procedure (266.0KB) can be obtained from the Louisiana Division of Administration Office.

Accepted by _____

Company Name

Signature_____
Title_____
Date Accepted

Initial and Return with

INSURANCE REQUIREMENTS

Before commencing work, (vendor/contractor anchor subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to Southern University, as may be required by Southern University. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation notices of same shall be given to Southern University Purchasing Department by return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. Workers' Compensation — Statutory — in compliance with the Compensation law of the State.
Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:
 1. Premises — Operations
 2. Broad Form Contractual Liability
 3. Products and Completed Operations
 4. Use of Contractors and Subcontractors
 5. Personal Injury
 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
 1. Owned automobiles
 2. Hired automobiles
 3. Non-owned automobiles

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

Southern University and Agricultural & Mechanical College shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for All Required Coverage. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful bidder is to provide the owner with a certificate of insurance with Southern University as the certificate holder.

Location of All Operations Shall be "All Locations"

Contractor certifies that company is insured:

Signature _____

Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(c)(4)

Print: _____

Return this Page with Bid

CHARTER BUS SERVICES

10363

SOUTHERN UNIVERSITY BATON ROUGE

SCOPE OF WORK

SPECIFIC REQUIREMENTS:

TWO TO THREE BUSES ARE REQUIRED FOR THIS REQUEST. COMPANY MUST OWN COACHES TO ACCOMMODATE THIS REQUEST. COMPANY MUST OWN COACHES IN EXCELLENT CONDITION MEETING SPECIFICATIONS.

- The contractor must be able to provide over-the-road motor coaches, which will accommodate the passenger needs. Fleet must be large enough to handle request.
- All motor coaches must be equipped with air conditioning and heat.
- All motor coaches must have clean restrooms.
- All motor coaches must be equipped with a working VHS/DVD/CD Players, Wi-Fi, and In-Motion Satellite, Direct TV and more than one (1) viewing screen. Wireless capabilities are required for staff and students.
- All motor coaches must have lockable storage bays under the vehicle. The Contractor must provide all necessary locks for the storage bays.
- The contractor must provide an acceptable motor coach and driver(s) for each trip (Same drivers during the duration of the season, if possible). All motor coaches must be in excellent operating condition.
- The contractor must provide drivers with at least three (3) years driving experience. All drivers must be in good health. Driver shall be in uniform and shall conduct themselves in a professional manner at all times.
- The contractor must ensure that all motor coaches and drivers, provided under the terms of the contract, are both licensed and insured in accordance with all acceptable laws and regulations for the purpose set forth herein.
- The contractor must ensure they carry One million (\$1,000,000.00) dollar general liability insurance in accordance. A copy of insurance certificate must be furnished to the University upon request.
- All trips will originate and terminate on the Baton Rouge Campus of Southern University.
- The contractor's driver(s) and motor coaches must report to the designated location at least one (1) hour prior to the scheduled time of departure.

INITIAL AND RETURN WITH BID _____

SCOPE OF WORK
SPECIFIC REQUIREMENTS
 (Continued)

- Prior to arriving driver(s) should have obtained directions and mapped out travel for all destinations including travel within a city. All motor coaches should be equipped with a current Atlas and ensure that the most direct routes are used.
- The contractor understands and agrees that local transportation may be required while at the trip destination. Local transportation may include, but not be limited to, trips to and from restaurants, practices, games, and other trip-related events, etc. while at the trip destination.
- The contractor is advised that the Department will arrange and pay for overnight accommodations for the driver. However, driver meals and other incidental costs shall be the responsibility of the contractor. The contractor shall also be responsible for paying any and all tolls, parking fees, and other trip-related expenses.
- The contractor is solely responsible for contract to provide services. Contractor cannot sub-contract to other fleet companies.
- The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional cost incurred by the University to obtain alternate transportation as a result of the contractor's inability to complete the trip as required will be deducted from any amount due the contractor.
- The contractor understands and agrees that only University-approved passengers will be allowed to travel on any motor coach provided under the terms of the contract.

CANCELLATION CLAUSE:

In the event that the contractor shall fail to carry out and comply with any of the conditions and agreements to be performed within the contract, the SU Purchasing Department reserves the right to notify the contractor of such failure and demand that the same be remedied within three (3) business days. In the event of failure of the contractor to remedy the situation within the specified time period, the SU Purchasing Department will have the right to cancel and terminate the contract without further notice. Buses breaking down and contractor not having the capability or additional buses to arrive for scheduled departure and destination times will not be accepted by SU. Failure to meet terms of bid specifications will result in cancellation of contract.

Award Basis:

SU reserves the right to award all or none or to award per trip.

PRICING

Vendor must provide pricing and related information as requested to provide charter bus transportation services in accordance with the terms and conditions of the Invitation, Bid and Acceptance.

Extra Driver:

Include a firm, fixed price per day for an extra driver, if required. (*List or notate those trips which would have this requirement*):

INITIAL AND RETURN WITH BID _____

GENERAL TERMS & CONDITIONS

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened and read in the Conference Room-1st Floor East of the J.S. Clark Administration Annex Building, or another designated area.

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
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Vendor is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Southern University is not responsible for any delays caused by the Vendor's chosen means of delivery. Vendor is solely responsible for the timely delivery of its bid/proposal. ***Late bids will be rejected.***

Bids submitted are subject to provisions of but not limited to La.R.S.39:1551-1736 Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications 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.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result or 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.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: linda_antoine@subr.edu, fax: (225)771-2026 or by mail NO LATER THAN September 9, 2026 by 5:00 P.M.- to the attention of the Purchasing Department, Post Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine.

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 in order to be considered. .

2. Envelope

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 of bid opening, and license number, if applicable.*** Bidder is responsible for means of delivery of bid.

3. All bids must be submitted on forms furnished for this purpose and must be filled out with ink or typewritten and **must be signed in ink.** Bidders must initial each page of bid documents in designated space(s). Please do not erase, correct, or **write over any prices or figures necessary for the completion of Request for Bid.** If any corrections are necessary, each one must be initialed by bidder. **Failure to comply with these requirements will cause your bid to be disqualified.**

4. 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.

5. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive

1 Return with bid

Bidders must comply with all requirements on these pages, where applicable.

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 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.

6. 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 72 hours after request is made. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

7. Prices

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

8. 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.

9. Deliveries

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

10. Vendor Invoices

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.

11. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern 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. 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.

12. 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 in the IFB.

13. Contract Renewals, Multi-Year Contracts (if applicable)

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

14. 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.

15. 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 within thirty (30) days of the opening bid date, 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.

16. Fiscal Funding Clause (Renewal Contracts Only)

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into 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 appropriated to support continuation of performance in a subsequent year of a multiyear 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 multiyear 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 the 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.

17. 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.

18. Order of Priority

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

19. Applicable Law

All contracts will be construed in accordance with and governed by the laws of State 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.

20. 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 XX _____ Non-Federal Funded

21. 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.

22. 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.

23. 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

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

A vendor must in writing, when a bid is submitted or when a procurement contract is awarded, that:

- a. it is not engaging in a boycott of Israel; and
- b. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

All competitive sealed bids and proposals issued for procurement contracts with executive branch agencies shall include the text of the following certification: "By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial of any subcontractor or supplier, refused to or terminated business activities, or taken other actions intended to limit commercial relations, with a or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person

Bidders must comply with all requirements on these pages, where applicable.

Bid Form#: SU 006

or entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response."

24. 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.

25. Bidder Inquiries

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, to the **Purchasing Department, Post Office Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine.** Please note that **all** inquiries sent via mail/fax/email should be sent on **date as indicated.**

26. 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

27. 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

28. 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.

29. 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.

30. 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.

31. 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 effect 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

Bidders must comply with all requirements on these pages, where applicable.

Bid Form#: SU 006

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 requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

32. 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.

33. 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.

34. 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).

35. Termination of the Contract for Convenience

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

36. 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.

37. 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 contractor which relate to this contract.

38. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require 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.

39. 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 the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

40. Guarantee

Bidders must comply with all requirements on these pages, where applicable.

Bid Form#: SU 006

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.

41. 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.

42. 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.

43. Bonds

The University reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000

44. 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.

45. 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.

46. 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.

47. 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).

48. Anti-Lobbying and Debarment Act

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

49. Signature Authority

L. R.S. 39:1594 (C)(4), requires the soliciting entity to require bidders to submit evidence of authority to submit the bid.

Louisiana Revised Statutes 39:1594 (C)(4) provides as follows:

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the **secretary of state**, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic

document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

50. 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 entities 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 entities 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.

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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.

A copy of the applicable signature authority document/board resolution or LA Secretary of State Registration must be submitted with proposal.

COMPANY_____

SIGNATURE _____

PRINT NAME

DATE _____