BID NUMBER 10365

SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID
Bid Number 10365
OPTICOOL SYSTEM

October 9, 2026 @ 2:00 PM

ADVERTISED-THE ADVOCATE & LAPAC (Louisiana Procurement website	September 30, 2026
DEADLINE TO SUBMIT INQUIRIES:	**October 5, 2026 by 5:00 PM**
SUBMIT INQUIRIES TO:	**Linda Antoine** Email: linda_antoine@subr.edu
DEADLINE TO RESPOND TO INQUIRIES	**October 7, 2026 BY 5:00 PM**
DEADLINE TO SUBMIT BID:	**October 9, 2026 @ 2:00 PM**
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 224-771-2804 or 771-4587

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

Note: Bid shall be delivered or uploaded to link no later than 2:00 PM on October 9, 2026

ADVERTISEMENT
SOUTHERN UNIVERSITY AND A&M COLLEGE
DEPARMENT OF COMPUTER SCIENCE
REQUEST FOR BID
BID #50016-10365
OPTICOOL SYSTEM
BID OPENING DATE AND TIME: OCTOBER 9, 2026 @ 2:00 PM

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 2:00 PM-ON OCTOBER 9, 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 # 50016-10365)

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

Inquiries will be accepted until October 5, 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 October 7, 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

Bidders shall include the following envelopes of choice: company's name, address, Louisiana contractor's license number, if applicable, 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 registered for 32000000-Electronic Components, 32131000 Electronic Components, 39120000 Electrical Equipment, 40101700 Cooling Systems, Opti cool System.

SOUTHERN UNIVERSITY & A&M COLLEGE
AN EQUAL OPPORTUNITY EMPLOYER
Linda A. Antoine, Director of Purchasing
DATES ADVERTISED
SEPTEMBER 30, 2026

SOUTHERN UNIVERSITY AND A&M COLLEGE
COMPUTER SCIENCE DEPARTMENT
BID SPECIFICATIONS

OPTICOOL SYSTEM

BID NUMBER 10365

Item No.	Description	Quantity	Unit Price	Amount
1	OptiCool 7 Tesla Conical Split-Coil Superconducting Magnet System:	1		
	7 Tesla magnet; temperature: 1.7K ~ 350K; 8 optical ports; 7 side ports;			
	1 top port; 2 user sample pods; X300 wiring; 8 twisted pairs;			
	cold-head and water-cooled compressor;			
	control electronics and computer; Sc magnet power supply;			
	OptiCool multiVu control software; cables, .			
	hoses, and pumps for operation; Manual; user kit with tools & spares.			
2	X210 Low Working Distance Top Window (4318-600-01)	1		
3	X310 High Frequency Coax Wiring	1		
4	X280 Optical Fiber Feedthrough	1		
5	X240 Lower Window Access with X242 Cryostat Riser	1		
6	X140 Rapid Thermal Sample Stage and Controller	1		
7	ALMAX-EASYLAB DAC Adaptor Kit (8318-500-02)	1		
8	Haskris Model: R300-A Refrigerated Air-Cooled Chiller (Cooling capacity 34,100 BTU, Air Cooled System	1		
9	Shipping and Handling	1		
	Note: System installation, start-up, and training included;			
	One-year full warranty (including parts and labor) starts after delivery and installation			

COMPANY____

SIGNATURE______________________________________

TITLE____

Note: You may submit brochure on type of equipment you are bidding on.

Return this page with bid

GENERAL TERMS & CONDITIONS
REQUEST FOR BID
Bid Number 10365
OPTICOOL SYSTEM
October 9, 2026 @ 2:00 PM

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
Phone: 225-771-2804

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

As an alternative use link to *submit bid online:*
http://www.sus.edu/bidcertification

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, by **email to: linda_antoine@subr.edu, NO LATER THAN 5:00 PMOCTOBER 5, 2026**

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 or by electronic link 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 or business number IF $50,000 OR MORE.*** 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 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 bid.

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 accessed 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 bid.

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.

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 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. **Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees: Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

25. **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.

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) N/A**
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** __**XX**__**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. 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.

30. 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 Orderll24b,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 requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

31. 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.

32. 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.

33. Prosecution of Work:
The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the work 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).

34. 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 an effective date with the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. Clean-Up, if applicable
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.

41. Examination of Site, if applicable
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.

42. *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.

43. 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.

44. 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.

45. 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).

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

47. ***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.

PUBLIC AWARENESS NOTICE– 192.616, if applicable

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, like 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,

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 everyone 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 to locate the gas lines.

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

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

COMPANY____

ADDRESS____

SIGNATURE____

____
PRINT NAME

TITLE____

DATE____

TELEPHONE____

EMAIL____

 Initial and return this page with bid______________________

INSURANCE REQUIREMENTS

Southern University and A&M College
OPTICOOL SYSTEM
Bid 10365

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 $1,000,000.00 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.

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

 Initial and return with bid_______________