STATE OF LOUISIANA
SOWELA TECHNICAL COMMUNITY COLLEGE
AGENCY REQUEST FOR QUOTATION

PURCHASING AGENT: Susan Tucek

EMAIL: bids@sowela.edu

BID NUMBER
87951

BID OPENING DATE/TIME:	**PAYMENT TERMS**	**MANDATORY PRE-BID SITE VISIT**
12/17/26 10:00 AM	NET 30 DAY	**12/7/2026** **2:00 PM**

VENDOR NAME

EMAIL ADDRESS:

SIGNATURE:

DATE:

DELIVER BID BEFORE OPENING DATE/TIME TO:
SOWELA TECHNICAL COMMUNITY COLLEGE
SUSAN TUCEK
3820 SEN J B JOHNSTON AVENUE
LAKE CHARLES, LA 70615

THESE ITEMS ARE BEING REQUESTED FOR DELIVERY TO:
SOWELA TECHNICAL COMMUNITY COLLEGE
3810 SEN J B JOHNSTON AVENUE
LAKE CHARLES, LA 70615

LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY ORDERED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	LAWN SERVICES FOR THE LAKE CHARLES CAMPUS SEE ATTACHED BID SPECS FOR ALL SERVICES REQUESTED AND MAINTENANCE SCHEDULE *PREBID SITE VISIT LOCATION: CONFERENCE ROOM ON THE FIRST FLOOR OF THE CHARLESTON BLDG* *3820 SEN J BENNETT JOHNSTON AVE*	1	JOB		

SOWELA TECHNICAL COMMUNITY COLLEGE

Request for Proposal

Lake Charles Campus Grounds Keeping 2026

Scope of Services by Site Plan

Perform all services described herein under Mowing; Weeds, Insects, Disease, Deficiencies and Fertilize, Safety, Mowing and Weeding Schedule, Bed Maintenance, and Mulch for Site Plan A. Perform all services described herein under Bushhog services for Site Plan B.

Mowing

- Mowing shall be performed weekly throughout the growing season to maintain a height between 2" and 3". During the off-season, mowing shall be performed less frequently but shall continue to meet the 2"–3" height standard. Before mowing, the Contractor shall inspect the areas to confirm that they are not excessively wet and likely to develop ruts. If the Contractor determines that an area is too wet to mow properly, the Contractor shall notify the SOWELA Facilities Director or designated representative and explain the concern. Only the SOWELA Facilities Director or designated representative may waive a weekly mowing or other mowing required by the schedule. If a scheduled cutting is missed, the monthly contract invoice will be reduced accordingly.
- All mowers shall have mulching capabilities, and their blades shall be kept sharp and properly balanced. Mowers shall be maintained to prevent fluid leaks on grass or hard surfaces. If a leak occurs, the Contractor shall be responsible for all resulting repairs, including turf replacement and power washing of hard surfaces. Broken-down equipment must be removed from the site immediately and shall not remain on campus overnight. All mowers shall have discharge guards, and all edging equipment shall have protective guards. These guards shall remain in the down position whenever the equipment is operating near the campus population. No equipment shall be left running unattended.
- Before each mowing operation, the Contractor shall inspect the site for debris and potential hazards. The Contractor shall remove all debris, including tree limbs and paper, before mowing begins. If debris is inadvertently mowed, the Contractor shall immediately remove all resulting fragments and debris.

- Clippings will be mulched, dispersed, blown or removed after mowing. All clippings shall be kept out of ornamental beds and off of paved areas, sidewalks, courts and patio areas. The discharge should face away from beds and building glass.
- Hard surfaces, including curbs, sidewalks, and hard-edged beds, shall be edged at least every other mowing cycle or more frequently as needed to maintain a neat, crisp, and reasonably acceptable appearance. Edging equipment shall be maintained in proper working order, equipment breakdowns shall be minimized, and additional equipment shall be available to complete the work. Any metal edging broken or damaged by the Contractor shall be repaired or replaced.
- All hard surfaces shall be immediately blown to maintain a clean, well groomed appearance.
- All areas inaccessible to mowers shall be string-trimmed to the same height and at the same frequency as the mowed areas. These areas include banks, hills, areas inside guardrails or fencing around meters, areas against any vertical surface, and areas beneath trees, hedges, and shrub rows. During trimming operations, the Contractor shall take proper care not to damage buildings, signs, plant life, parked or moving vehicles, or other property. At each mowing, all weeds shall be cut in every area shown on the attached maps.
- Invasive or creeping/climbing weeds are to be removed from building/fences/trees/etc.
- All areas littered in the landscape maintenance process will be removed by hand and disposed of or when appropriate, blown free of debris.
- The Contractor shall coordinate the scheduling of mowing and trimming activities with the Director of Facilities. During months in which four visits are designated, the Contractor shall completely mow and trim the entire campus area shown on the attached map unless the Director of Facilities specifies otherwise because of a scheduled event. Because the SOWELA campus is an active community, the Contractor shall maintain a flexible schedule to accommodate campus events.

Bushhog

- Bushhog services shall be performed for Site Plan B according to the Bushhog Schedule for Site Plan B.
- Before each operation, the Contractor shall inspect the area and remove debris and potential hazards.
- Vegetation shall be cut uniformly, and areas inaccessible to bushhog equipment shall be trimmed to a comparable height.
- The Contractor shall prevent damage to buildings, fencing, signs, utilities, vehicles, trees, and other property and shall promptly remove debris created by the work.
- Equipment shall be maintained in safe working condition, shall not be left running unattended, and shall be removed from campus when not in use.

Weed, Pest, Disease, Deficiency, and Fertilization Services

- Visual inspections will be conducted while performing maintenance practices.
- Identification of pests will be reported to the SOWELA Facilities Department in writing.
- Detection of Diseases, Insects, Weeds and other Deficiencies will be reported in writing.
- Spray for weeds on the fence lines, around buildings, around trees/shrubs, landscaping, parking lot cracks/seams as needed. Do not spray weed control on landscaping plants or trees.

Safety

- All operators shall use personal protective equipment appropriate to the task being performed, including safety glasses, hearing protection, long pants, work boots, a reflective vest, and gloves.
- Each operator shall wear a uniform shirt that clearly identifies the operator as an employee of the Contractor. Contractor identification shall remain visible and shall not be covered by a safety vest, jacket, sweater, or other garment unless that garment also identifies the Contractor or company.
- Operators shall use the best decorum while on the Campus. Any unlawful actions will be reported to local authority and subject to a SOWELA Campus Security investigation/report.
- The Contractor shall exercise safety at all times to protect SOWELA patrons, the general public, and SOWELA employees. To reduce the risk of injury to students, faculty, staff, and visitors from debris generated during mowing or trimming, all work shall be completed on weekends. If the Contractor damages or destroys any portion of a building, vehicle, glass surface, wall, parking-lot curb, sprinkler head, fence, tree, or pole, the Contractor shall replace or restore the affected item to its original condition using the same type of material, finish, and workmanship. The Contractor shall be responsible for all damage to SOWELA property caused by the Contractor's lawn equipment or operators.
- Before, during, and after performing services, the Contractor shall protect the security and integrity of SOWELA buildings and grounds. Buildings, grounds, and equipment shall be protected and secured in accordance with industry standards and to the satisfaction of SOWELA.
- The contractor will provide trained personnel to perform all duties of this contract.
- SOWELA is a tobacco-free campus. The Contractor and its personnel are prohibited from using any tobacco product on campus, including vaping products.

Mowing and Weeding Schedule for Site Plan A

- January – 1 visits
- February – 2 visits
- March – 4 visits
- April – 4 visits
- May – 5 visits
- June – 4 visits
- July – 4 visits
- August – 5 visits
- September – 4 visits
- October – 3 visits
- November – 2 visits
- December – 1 visits

TOTAL NUMBER OF VISITS = 39 cuts total

Bushhog Schedule for Site Plan B

- January – 0 visits
- February – 0 visits
- March – 1 visits
- April – 1 visits
- May – 1 visits
- June – 1 visits
- July – 1 visits
- August – 1 visits
- September – 1 visits
- October – 1 visits
- November – 0 visits
- December – 0 visits

TOTAL NUMBER OF VISITS = 8 cuts total

Bed Maintenance for SOWELA Campus

- Inspection of necessary bed maintenance shall be performed per the mowing schedule set up, and all weeds removed in all beds each week that the surrounding lawns are mowed.
- Shrubs that obstruct pedestrian traffic, patios, or walkways shall be pruned as needed to prevent encroachment into those areas. However, pruning shall not occur after plants have formed buds or immediately before blooming.
- Hedges being sheared will maintain the shape as found.
- Shrubs will be selectively pruned to remove excess growth and disease or insect damage.
- Beds shall be kept free of weeds through manual removal or the proper use of pre and post emergent herbicides without harming surrounding shrubs, flowers, ornamental trees and/or live oaks, etc.
- All Local, State and Federal regulations that govern the handling, application and storage of pesticides, herbicides and fertilizers shall be adhered to.
- All debris from shrub maintenance and bed weeding will be promptly removed off site.
- The Contractor shall inspect all irrigation systems and report identified deficiencies and needed repairs. The Contractor shall provide a quotation for each required repair, as needed.
- Winter preparation of irrigation systems shall include control-board programming and water-valve shutoffs. The Contractor shall report the seasonal watering schedule to the Facilities Department and reprogram the system as needed.
- Seasonal planting of annual flowers in specified sections in the landscaping across campus.
- Shrub and tree replacement quoted as needed.

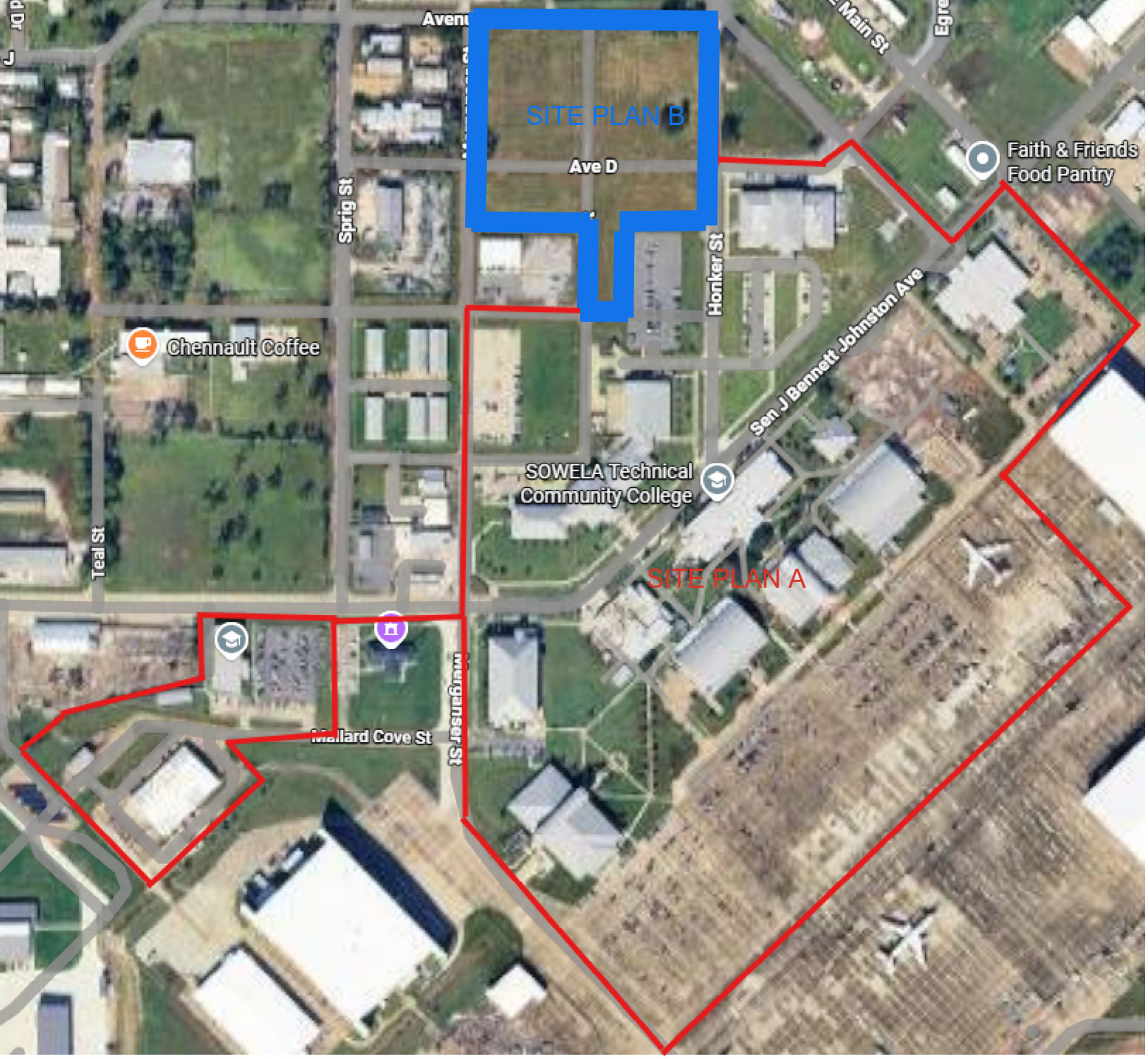
Mulch

- Pine Straw Mulch will be supplied and installed by the contractor according to directions from the SOWELA Facilities Director or designated representative, around trees, shrubs and flowers in all landscaping beds. All mulch installation will be properly spread to a depth for coverage in one season unless told otherwise.
- The Contractor shall pick up all litter and debris generated during the mulching process.
- Mulching will be performed twice per year.

The Contractor shall state the scope of services completed on each monthly invoice.

Reduction of Landscape Service Area

SOWELA reserves the right to remove landscape footage from the service area at any time because of vacancies, openings, closings, personnel reassignments, or similar circumstances. SOWELA shall provide thirty (30) days' notice before reducing the required services, and the parties shall mutually agree to the corresponding reduction in billed services.


SITE PLAN B
Ave D
Sprig St
Honker St
Faith & Friends
Food Pantry
Chennault Coffee
Sen J Bennett Johnston Ave
SOWELA Technical
Community College
SITE PLAN A
Teal St
Mallard Cove St

Instructions to Bidders	Submit Bid to: Office of Purchasing 3820 Sen. J. Bennett Johnston Ave. Lake Charles, LA, 70615
Bid Number: 87951	Buyer of Record: Susan Tucek
Due Date/Time : 12/17/2026 9:45 AM CST Bid Opening : 12/17/2026 10:00 AM CST	bids@sowela.edu

GENERAL INSTRUCTIONS TO BIDDERS

1. Sealed bids for furnishing the items and/or services specified are hereby solicited and will be received by the issuing SOWELA Technical Community College (SOWELA) Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. The bidder is solely responsible for the timely delivery of the bid. The Purchasing Office is not responsible for any delays.
2. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) a 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 commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) 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.
3. When bid is submitted by email, the subject line must show the Bid Number and submission must be received by bid deadline.
4. Read the entire solicitation, including all terms, conditions and specifications.
5. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
6. Bid prices shall include all delivery charges paid by the vendor, F.O.B. SOWELA Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the SOWELA purchase order are subject to rejection and non-payment.
7. Payment terms: Net 30 after receipt of a properly executed invoice or delivery and acceptance, whichever is later.
8. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

9. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.
10. Quantities listed in these specifications are approximate and are not guaranteed by the College. The College reserves the right to increase or reduce quantity as needed if in the best interest of the College.

STANDARD TERMS & CONDITIONS

These standard terms and conditions shall apply to all SOWELA solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, Bidders may submit bids electronically to bids@sowela.edu or physically by mail or hand-delivery.

When a bid is submitted by email, the subject line must show the Bid Number and must be received by the bid deadline.

If the bid is sent by mail or express delivery, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

SOWELA Technical Community College Business Office Attention Susan Tucek,

3820 Senator J Bennett Johnston Ave.

Lake Charles, Louisiana, 70615.

The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to SOWELA Technical Community College Business Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

2. Bid Forms

Bids are to be submitted on and in accordance with the SOWELA solicitation forms provided and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in their entirety. Bids submitted

in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at the bids@sowela.edu. Written inquiries must be received in the SOWELA Office of Purchasing no later than five (5) calendar days prior to the opening of bids and shall be clearly cross-referenced to the relevant solicitation/specification in question. No decisions or actions shall be executed by any Bidder as a result of oral discussions with any SOWELA employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the SOWELA Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. SOWELA shall not be responsible for any other interpretations or assumptions made by Bidder.

4. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Buyer-of-Record at the email address shown in header.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the SOWELA Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. The bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of the best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified. The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by SOWELA and specified in the solicitation.

In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall hold SOWELA harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for SOWELA to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. SOWELA Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. SOWELA Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit price section or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. SOWELA is exempt from all Louisiana state and local sales and use taxes. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials. 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.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. The submittal of any contrary terms and conditions may cause your bid to

be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ SOWELA Signature Authority

The terms and conditions of the SOWELA solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. SOWELA's Chancellor is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of SOWELA. Departments are expressly prohibited from signing any vendor forms. Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by SOWELA in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict SOWELA policy may face contract cancellation, suspension, and/or debarment.

13. Awards

SOWELA reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities. All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official SOWELA purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the College's acceptance of a bid. SOWELA shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

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

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SOWELA contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the SOWELA Office of Purchasing prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and nonpayment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. SOWELA reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the SOWELA Department and/or SOWELA Office of Purchasing of any unforeseen delays beyond its control. In such cases, SOWELA reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where SOWELA has determined the vendor to be in default, SOWELA reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the SOWELA purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by SOWELA in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the SOWELA Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by SOWELA in any dispute arising therefrom.

23. Contract Cancellation/Termination

SOWELA has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. SOWELA has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

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

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. 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.

27. Certification of No Suspension or Debarment

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

28. Substitution of Personnel

If applicable, SOWELA intends to include in any contract resulting from this invitation to bid the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to SOWELA for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

29. Insurance Requirements

Please note the insurance requirements section included in these bid specifications. If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a

certificate of insurance evidencing required coverages and naming of SOWELA as an additional insured on all liability policies.

30. Nonperformance

Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder issue three or more complaints of nonperformance, SOWELA reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude SOWELA from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

32. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to SOWELA Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment. Contract revisions shall be effective only upon approval by SOWELA Office of Purchasing and issuance of a formal SOWELA Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

33. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until SOWELA accepts final delivery of all deliverables. All terms of the solicitation shall be firm for the duration of Contract.

34. Notification of Fund Appropriation

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the no appropriation of funds.

35. Prohibition Of Discriminatory Boycotts Of Israel

In accordance with LA R.S. 39:1602:1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a

boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

36. Pre-Bid Meeting

A **Mandatory** pre-bid meeting will take place at the SOWELA location as stated in the header.

If contractor finds conditions that disagree with the physical layout as described in the solicitation or that appear to be in error, same shall be brought to the attention of the purchasing department of SOWELA immediately and no later than 7 days prior to the bid opening.

37. Site Visit/Contact Information

It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed. To visit jobsite and for further information, prospective bidder is to contact the buyer of record listed on page 1. Since the site visit is mandatory, it is much preferred to have a written record of the correspondence for each site visit request. So, please do not contact us by phone unless you do not receive a response to your request after 48 hours.

38. Piggyback Clause

SOWELA is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or College to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the SOWELA competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or College and the awarded vendor. SOWELA shall not be responsible for any such purchases.

MANDATORY BID REQUIREMENTS

Failure to meet all the listed mandatory requirements will result in rejection of bid without further consideration.

1. **BID SHEET/FORM**

The Bidder must submit a bid on the form herein provided. The proposal must be signed in ink or with authorized electronic signature, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.

2. **ILLUSTRATIVE MATERIALS**

Vendor bidding anything other than exact goods/services specified in these specifications is to submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so shall be cause for rejection of bid.

CONTACT INFORMATION

bids@sowela.edu

Be sure to include the bid number in the subject line. Do not send your submission to any other College email address.

DEFINITIONS

Agent - The College's representative who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with SOWELA to perform the work as called for on these documents who is referred to as singular in number.

Owner – SOWELA Technical Community College

IMPORTANT NOTES:

1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS IS TO SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF BID.

2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY SOWELA.

3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.

4. SOWELA ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.

5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY SOWELA. SOWELA RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE COLLEGE.

6. SOWELA RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE COLLEGE.

7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.

8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.

9. SOWELA WILL NOT AGREE TO ANY CONTRACT WITH AUTOMATIC RENEWALS.

10. CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

11. TAX EXEMPTION: SOWELA is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. SOWELA is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.

By signing below, the named contractor certifies that they have visited the job site for Bid 83266 and is familiar with all conditions surrounding fulfillment of the specifications for this project.

_____

Contractor Name

_____

Contractor Signature