STATE OF LOUISIANA
SOWELA TECHNICAL COMMUNITY COLLEGE
ADDENDUM 1

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:	**DELIVER BID BEFORE OPENING DATE/TIME TO:** SOWELA TECHNICAL COMMUNITY COLLEGE SUSAN TUCEK 3820 SEN J B JOHNSTON AVENUE LAKE CHARLES, LA 70615
SIGNATURE:	**INVOICE TO:** ACCOUNTS PAYABLE SOWELA TECHNICAL COMMUNITY COLLEGE 3810 SEN J B JOHNSTON AVENUE LAKE CHARLES, LA 70615
DATE:	

LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY ORDERED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	ADDENDUM 1 IS TO POST REVISED INSTRUCTIONS TO BIDDER IN REGARDS TO JOB QUALIFICATIONS (LINE 29) AND CONTRACTOR INSURANCE REQUIREMENTS (LINE 39)				
2	ADDENDUM 1 ALSO CLARIFIES THAT THE SCOPE OF WORK IS FOR 2027, NOT 2026.				
3	BIDDER QUESTIONS: *DOES THE SINGLE BID PRICE COVER THE FULL YEAR, WITH MONTHLY PAYMENTS? YES, SOWELA MUST BE BILLED IN MONTHLY INSTALLMENTS. THIS JOB MOST LIKELY WOULD NOT BEGIN UNTIL FEBRUARY 1, 2027. *WOULD APPROVED IRRIGATION REPAIRS AND PLANT REPLACEMENT BE BILLED SEPARATELY? YES, REPAIRS/REPLACEMENT MUST BE QUOTED & PREAPPROVED SEPAR-ATELY FROM BID AND PERFORMED BY A LICENSED/CERTIFIED IRRIGATION PROFESSIONAL				

SOWELA TECHNICAL COMMUNITY COLLEGE 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. Qualifications

Louisiana state contractors license with a specialty in landscaping, grading and beautification with the following certificate is required: horticulture license, chemical applicator license. Contractor must furnish a copy of all current licenses, certifications, and insurance required for this contract as

described in these instructions with the proper bid package. Contractor must maintain licenses and certifications during the course of this contract. The contractor shall obtain any and all permits required by the applicable parish Department (Calcasieu, Jeff Davis, Allen) of Inspection and Code Enforcement. Contractor shall be responsible for payment of permits, licenses, and certifications, etc. and costs of keeping all current during this contract period.

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.

39. Insurance Requirements of Contractors

Contractor shall provide 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. The cost of such insurance shall be included in the contractor's bid.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial general liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile liability: $1,000,000 combined single limit per accident, for bodily injury and property.
3. Workers' compensation and employers liability: workers' compensation limits as required by the labor code of the State of Louisiana and employers liability coverage. Exception: employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the approved by the agency. At the option of the agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the agency, it's officers, officials, employees and volunteers: or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. General liability and automobile liability coverages
   A. The agency, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the agency, its officers, officials, employees and volunteers. It is understood that the business auto policy under "who is an insured" automatically provides liability coverage in favor or Sowela Technical Community College.
   B. Any failure to comply with reporting provisions to the policy shall not affect coverage provided to the agency, its officers, officials, employees, boards and commissions or volunteers.
   C. The contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.
2. Workers' compensation and employers liability coverage
   The insurer shall agree to waive all rights of subrogation against the agency, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the agency.
3. All coverages
   Each insurance policy required by this clause shall be endorsed to the state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the agency.

Acceptance of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VI. This requirement will be waived for worker's compensation coverage only for those contractors whose worker's compensation coverage is placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool of the Louisiana Workers' Compensation Corporation.

Verification of Coverage

Contractor shall furnish the agency with certificates of insurance affecting coverage required by this clause. 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. The agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Pollution Liability Insurance (gradual release as well as sudden and accidental): coverage limits of not less than $1,000,000. A policy period inception date of not later than the first day of the anticipated work under the subject contract and an expiration date of no earlier than 30 days after the anticipated completing of all work under the contract shall be provided by the policy. Furthermore, the policy contract shall provide for an "extended reporting period" of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy and shall not be cancelled for any reason other than nonpayment of premiums. Sowela Technical Community College shall be named as an additional insured on the policy and this shall be so evident on the certificate of insurance.

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 87951 and is familiar with all conditions surrounding fulfillment of the specifications for this project.

_____

Contractor Name

_____

Contractor Signature