

**SOUTHERN UNIVERSITY AT SHEVEPORT
PURCHASING DEPARTMENT
3050 MARTIN LUTHER KING JR. DRIVE
SHREVEPORT, LA 71107**

**INVITATION TO BID (ITB):
Digital Displays for Southern University at Shreveport Campus**

Bids will be received at the above office until **10:00 A.M., Thursday, October 31, 2013** and at that time publicly opened and read. Bids received after above specified time and date will be returned **unopened**.

BID OF: _____
(Company's Name)

ADDRESS: _____
(Company's Address)

Bids shall be mailed to:
Southern University at Shreveport
Purchasing Department
3050 Martin Luther King Jr. Drive
Shreveport, LA 71107

As an alternative, bids may be hand delivered to:
Southern University at Shreveport
Purchasing Department
1st Floor- Martin Luther King Jr. Drive
Room A-23 Leonard C. Barnes Building
Shreveport, LA 71107

Bidders are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by bidders' chosen means of bid delivery. Failure to meet bid opening date and time result in rejection of bids. Bid must comply with La. R.S. 382212

Contractor certifies that specifications have been carefully examined and/or plans and General Terms and Conditions of the bid documents, bid inquiries form, insurance requirements and have personally inspected the site; and that there is a clear understanding of said documents. Contractor is to provide necessary tools, machinery, apparatus and other means of construction and to furnish all labor and materials specified in the contract, or called for by specifications necessary to complete and finish in a thorough and workmanlike manner, the proposed:

In accordance with R.S. 37:2150-2192 Commercial Contractors bid projects for the State of Louisiana, whose value is \$50,000 are required to own a Louisiana Contractor's License. The La. Contractor's License Number shall be placed on the outside of the bid envelope.

Bidder: _____
Company's Name

Signature: _____
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).

Print Name: _____

Date: _____

Telephone Number _____

Fax Number _____

State License Number _____

FEIN/TAX ID #: _____

Email Address: _____

ADVERTISEMENT FOR BID

Sealed bids will be received by Southern University at Shreveport, Shreveport, Louisiana, in the Purchasing Office, Leonard C. Barnes Building, Room A-18, 1st Floor until the time and date(s) indicated in the following:

**Digital Displays for Southern University at Shreveport Campus
Leonard C. Barnes Building - Room A-23 Conference Room
10:00 A.M., Thursday, October 31, 2013**

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

MANDATORY PRE-BID CONFERENCE – 10:00 A.M., Tuesday, October 8, 2013 –Room A-23 Conference Room, Leonard C. Barnes Building. (DOORS WILL CLOSE PROMPTLY AT 10:00 A.M.)

SITE VISIT:

Before submitting bid, Bidder must inspect the proposed site and acquaint themselves with all the conditions under which the work will be done. Site Visit will immediately follow the Mandatory Pre-Bid Conference. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of any portion of the work. Bidder shall visit the site and be familiarized with the local conditions under which the work is to be performed.

Site Visit Office Telephone Numbers: (318) 670-9377 or (318) 670-9378 (Southern University at Shreveport Facilities Planning Department.)

Inquiries will be accepted until **October 15, 2013 at 5:00 p.m. (cst).** Inquiries may be submitted to Sophia Lee at slee@susla.edu.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHOULD NOTIFY THE PURCHASING OFFICE OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING DATE.

Bids may be withdrawn by written, telegraphic or fax notice received at the 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. 39:1594 (4).

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

The successful bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount and who is currently on the U.S. Department of the Treasury Financial Management Service List.

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 the website.

ALL BID SPECIFICATIONS CAN BE OBTAINED BY ACCESSING LOUISIANA STATE PURCHASING WEBSITE/LAPAC www.doa.la.gov/osp (click on LaPac). BIDDER ARE RESPONSIBLE FOR CHECKING LAPAC FOR ADDENDUM.

For any questions concerning front end bid documents, please call Sophia Lee, Purchasing Department at 318-670-9355.

The University reserves the right to reject any and all bids and to waive any informalities incidental thereto. Bids will be accepted only from Contractors who are licensed under Louisiana R.S. 37:2150-2173 for the classification of **General Contractors-Contractual Services/Construction and Related Services**.

AN EQUAL OPPORTUNITY EMPLOYER

SOUTHERN UNIVERSITY AT SHREVEPORT

SCOPE OF WORK:

Furnish all necessary labor, materials, tools and equipment to provide the

COMPLETION TIME

The contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed and/or Purchase Order" by the Owner to fully complete the project within **30** consecutive calendar days, or within the time that may be extended as stipulated in the Contract Documents.

LIQUIDATED DAMAGES:

The contractor agrees to hereby pay as liquidated damages the sum of **One Hundred Seventy-Five** DOLLARS (\$175.00) for each consecutive day which the work is **not** complete beginning the first day beyond the completion time stated above.

BID SECURITY:

This will become the property of the Owner (Southern University at Shreveport) in the event the contractor fails to furnish required insurance certificate and a performance and payment bond within the time set forth. The bid security will serve as liquidated damages for the delay and additional work caused thereby. A bid bond, official/cashier's check, or certified check, in the amount of 5% of the total bid, unless another amount is specified, made payable to Southern University at Shreveport, **must accompany each bid**. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

REQUIRED: Yes X No _____

PERFORMANCE AND/OR PAYMENT BOND

The successful vendor will be notified by letter to secure a Performance and/or Payment Bond equal to the contract sum, from a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any performance and/or payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Performance and Payment Bond must be received within twelve (12) days from the date of notification. If the Performance and Payment Bond is not received within this period of time, Southern University at Shreveport reserves the right to award to the next acceptable low bidder, or to reject all bids and re-advertised, whichever is in the best interest of Southern University at Shreveport and the State of Louisiana.

REQUIRED: Yes X No _____

BASE BID:

Contractor agrees to perform all work described in the specifications under base bid heading for the sum of:

_____ Dollars \$ _____

ALTERNATE: (if applicable)

_____ Dollars \$ _____

BID SECURITY:

Attached is the sum of (5% of the total base bid and/or alternate) in the amount of:

_____ Dollars \$ _____

We acknowledge receipt of the following addenda:

No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____

Signature: _____

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

Bid No. 000264

MANDATORY SITE VISIT

***SOUTHERN UNIVERSITY AT SHREVEPORT
SHREVEPORT, LOUISIANA***

Vendor must inspect the job site, verify any measurements and/or supplies needed prior to submitting a bid price on this project. Each bidder shall 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. If vendor finds conditions that disagree with the physical layout as described in the bid, or any other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified. 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.

SITE VISIT WILL FOLLOW THE MANDATORY PRE-BID CONFERENCE ON TUESDAY, OCTOBER 8, 2013 AT 10:00A.M., ROOM A-23 CONFERENCE ROOM, LEONARD C. BARNES BUILDING. (DOORS WILL CLOSE PROMPTLY AT 10:00 A.M.)

Vendor may contact: Joe LaCour at (318) 670-9377 or (318) 670-9378 to schedule inspection prior to bid opening.

The signed statement certifies the vendor's name below has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

COMPANY _____

BY _____
Signature

PRINT _____

DATE _____

Note: Question asked at Pre-Bid Conference shall be submitted in writing to the Purchasing Officer, Sophia Lee at slee@susla.edu . Responses will be posted on the LaPac website.

SITE VISIT VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY AT SHREVEPORT EMPLOYEE:

SIGNATURE

Bid No. 000264

Return This Page with Bid

INSURANCE REQUIREMENTS

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

A. Worker’s Compensation – Statutory – in compliance with the Compensation law of the State.

Exception: Employers Liability is to be **\$1,000,000** when work is to be over water and involves maritime exposure. (A.M. Best’s rating requirement mentioned may be waived for workers compensation coverage only).

B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of **\$1,000,000** for bodily injury and property damage. This insurance shall include the following coverage:

- 1. Premises – Operations
- 2. Broad Form Contractual Liability
- 3. Products and Completed Operations
- 4. Use of Contractors and Subcontractors
- 5. Personal Injury
- 6. Broad Form Property Damage

C. Automobile Liability Insurance with a minimum limit of liability per occurrence of **\$1,000,000** for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

- 1. Owned automobiles
- 2. Hired automobiles
- 3. Non-owned automobiles

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

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

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

Location of All Operations Shall Be “All Locations”.

Contractor certifies that company is insured:

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

Print _____

Bid No. 000264

Return this Page with Bid

EXHIBIT "A"
INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save,
(Contractor/Subcontractor/Lessee/Suppliers)

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employers, including volunteers, from and against any and all claims, demands, expenses mid 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 any act or omission of

_____ its agents, servants, and employees, or any and
(Contractor/Subcontractor/Lessee/Supplier)

all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims,
(Contractor/Subcontractor/Lessee/Supplies)

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to,
(Contractor/Subcontractor/Lessee/Supplies)

provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Bid, RFP or Quote No. Bid #: 000264 for Southern University at Shreveport

PURPOSE OF CONTRACT: Digital Displays for Southern University at Shreveport Campus

BUILDER'S RISK COVERAGE

Property, Insurance-*A General Contractor shall purchase and maintain property insurance for all construction and renovation projects for the entire work included in the contract for an amount equal to the greater of the full completed value or the amount of the construction contract including any amendments (with the exception of sub-limit for flood). The contractor's policy shall provide "ALL RISK" Builder's Risk insurance to include the perils of flood, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure, insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repairs and/or replacements.*

Flood Coverage-*Flood coverage shall be provided by the Contractor on the first floor and below for project **North** of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell, Louisiana junction with Interstate 10 to the Louisiana-Mississippi border. On projects south of this corridor, flood coverage shall be required on the first and second floors and below. Flood sub-limit shall equal an amount of 10% of the total contract cost per occurrence.*

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana. as the owner, through the National Flood Insurance Program (NEIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

Roofing Projects-*Coverage for roofing projects shall not require flood coverage. The contractor has the right to purchase coverage of self insure any exposure not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverage not required.*

Specialty Contractor-*A specialty contractor shall purchase and maintain property Insurance upon the system to be installed for an amount equal to the greater of the fill-completed value or the amount of the contract including any amendments. The specialty contractor may provide an installation floater with the same coverage as the "All Risk" Builder's Risk insurance policy.*

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structure must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be Covered by the State of Louisiana policy of self-insurance or any commercial property Insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement Written 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss is insured that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. Each insurance company or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

**Builder's Risk Coverage Changes Effective July 1, 2006
State of Louisiana — Office of Risk Management
Insurance Information Notice 2006-05**

Return this Page with Bid

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES, WHERE APPLICABLE.

GENERAL TERMS & CONDITIONS

Southern University at Shreveport 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 of the Leonard C. Barnes Building Room A-23, 3050 Martin Luther King Jr. Drive, Shreveport, Louisiana 71107, or another designated area.

Bids shall be mailed to:
Southern University at Shreveport
Purchasing Department
3050 Martin Luther King Jr. Drive
Shreveport, LA 71107

As an alternative, bids may be hand delivered to:
Southern University at Shreveport
Purchasing Department
1st Floor- Martin Luther King Jr. Drive
Room A-23 Leonard C. Barnes Building
Shreveport, LA 71107

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 Condition; and Specifications listed in this Invitation for Bid. Southern University at Shreveport 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 of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing sent to **Sophia Lee, Purchasing Officer, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email: slee@susla.edu fax: (318)670-6330 or by mail; **to the attention of the Purchasing Department, 3050 Martin Luther King Jr. Drive, Shreveport, Louisiana 71107, Attention: Sophia Lee. Please note that all inquiries sent via mail/fax/email should be sent Tuesday, October 15, 2013 at 5:00 p.m. (cst).**

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. Bid submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil
3. Bid not submitted on University standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Envelopes

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

3. Standard of Quality

Any product or service bids 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 number used in the specifications is for the purpose of describing the quality level, performance and characteristic required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

4. Descriptive Information

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

5. 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.

Bid No. 000264

Initialed by: _____

Sheet must be returned with bid documents

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES, WHERE APPLICABLE.

6. Prices

Unless otherwise specified by the Purchasing Department in the IFB, 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.

7. Payment Terms

Payment is to be made within 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**.

8. Deliveries

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

9. Vendor Invoices

Invoices shall reference the Southern University at Shreveport 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 be not be accepted.

10. Tax Information/State of Louisiana

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

11. New Products

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

12. Contract Renewals

Upon agreement of Southern University at Shreveport 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.

13. Contract Cancellation

Southern University at Shreveport 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 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 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.

14. 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.

15. Fiscal Funding Clause

In accordance with LA R.S. 39:1615 (c)and (e), any contract entered into by the State of Louisiana and Southern University at Shreveport 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.

16. Default of Contractor

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.

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES, WHERE APPLICABLE.

17. Order of Priority

In the event there is a conflict between the Instructions to Bidder or General Conditions and the Special Conditions, the Special Condition will govern.

18. Applicable Law

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

19. 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.epls.gov

_____ Federal Funded

_____ Non-Federal Funded

20. 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 supervisions or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

21. 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 fee 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.

22. Bidder Inquiries

No negotiations, decisions, or actions will be executed by any bidder as result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by **Sophia Lee, Purchasing Officer, will be considered as valid.** Likewise, the University will only consider communication form bidders, signed and in writing, to the **Purchasing Department, 3050 Martin Luther King Jr. Drive, Shreveport, Louisiana 71107, Attention: Sophia Lee. Please note that all** inquiries sent via mail/fax/email should be sent **Tuesday, October 15, 2013 at 5:00 p.m. (cst).**

23. 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, and subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.dol.gov/whd/flsa

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

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

_____ Federal Funded

_____ Non-Federal Funded

25. 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: www.ledsmallbiz.com. Potential participants may also register at this website.

26. Public Work Projects (R.S. 38:2227)

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

27. Tobacco-Free Policy

The use of tobacco products on any Southern University at Shreveport 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 campus; 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.

28. Equal Opportunity Employer

Southern University at Shreveport 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

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES.

agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 1124b, 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.

29. Vendor Forms/Southern University at Shreveport Signature Authority

The terms and conditions of the Southern University at Shreveport 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.

30. Prosecution of Work

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

31. Termination of the Contract for Convenience

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

32. 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 and thereafter proceeded diligently to complete such correction, then the State may, as 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.

33. 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.

34. Awarded Products/Unauthorized Substitutions

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

35. Acceptance

Upon written notice by the Owner to the Division of Administration, 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.

36. 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 at Shreveport) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

37. Clean-Up

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

38. Examination of Site

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

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES.

39. Bonds

The University Reserves the right to require a bid bond and/or a performance and payment bond on any award more than \$25,000.00.

40. 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 Sub-Grantee 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.

41. 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.

42. 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.

43. 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).

44. Anti-Lobbying and Debarment Act

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

45. 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:

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 remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

A copy of the applicable signature authority document must be submitted with Bid.

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

Print: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SUSLA Digital Display Bid Requirements

The Bidder/Contractor shall furnish all resources and services necessary and required to safely remove, supply/deliver and install the products/equipment listed in accordance with the specifications and the general terms and conditions of the proposed contract.

1. Remove (2) each existing LED display systems from current sign enclosures and prepare enclosures to accept new electronic LED sign systems. Current signs are to remain intact and functional. Deliver all removed components to the campus warehouse.
2. Provide and install (2) each electronic LED signs complete with structural mounting modifications, electrical connections, equipment installations and wireless programming capabilities necessary to be completely housed in existing enclosures, as specified by display manufacturer. Installation shall comply with all zoning regulations, city codes and ordinances.
3. LED Message Center Specifications
 - a. Provide and install Two each single faced (2 view) electronic digital displays; Daktronics - Galaxy Model # AF-3550-48x176-20-RGB-2V, or equivalent.
 - b. Line Spacing: 20mm
 - c. Matrix: 48 lines x 176 columns
 - d. LED Color: RGB – 68 Billion Colors
 - e. Display Configuration: (2) each one sided displays – same content
 - f. Cabinet area: New Digital Display System must fit, functionally, in existing space
 - g. Active Area must maximize existing cabinet face opening.
 - h. Cabinet Design: Single Section per Face
 - i. Paint: Semi-gloss Black all around.
 - j. Maximum Wattage per Face: 1340 Watts per display
 - k. Ventilation: Front
 - l. Service Access: Front Only
 - m. Signal Connections: Quick Disconnects External to Display
 - n. Frames per Second: 30
 - o. Dimming: Automatic, Scheduled or Manual
 - p. Reading View Angle: 160 degrees Horizontal x 90 degrees Vertical
 - q. Optimal Viewing Angle: 140 degrees Horizontal x 70 degrees Vertical
 - r. Compliances: Must be UL listed and bare the UL listing mark, cUL, CE, UL-Energy Verified, and FCC approved.
4. Provide and Install (1) each Outdoor Wireless Ethernet Bridge Communication Kit
 - a. Communication Method: Wireless Ethernet Bridge Radio Set must include (1) server (sending) and (1) client (receiving).
5. Provide and Install (1) each External Temperature Sensor with 25' connection cable

6. Provide and Install (2) each Venus 1500 v4 Software Packages
 - a. License Code Compatible Software with Windows XP, Windows Vista, Windows 7 and Windows 8
 - b. Venus 1500 v4 Software Training – Web Seminar
 - c. Venus 1500 v4 Interactive web-based training in a manufacturer hosted classroom environment.
7. (5) Year Warranty on electronic digital display systems, workmanship, and parts.
8. Service Agreement: Vendor must provide-
 - a. 45 minute service response of notification of a service issue.
 - b. Local graphic artist to provide live/on-site training and up to (3) hours of training on digital graphics applicable to the digital displays and new software.
 - c. On-call Digital Technicians must be certified by the Manufacturer for Repairs at \$75.00 per Hour.
9. Contractor shall be responsible for repairing any existing infrastructure damaged as a result of negligence by the contractor while in the performance of this contract. Landscaping will be restored after work is completed.
10. All electrical work shall comply with applicable requirements of the latest edition of the National Electrical Code, National Electric Safety Code and UL Standards.
11. All Bidders must be actively engaged in the Digital LED Sign/Display Contracting or Fabrication Business and have been in this field for a period of no less than (2) years.