

### MCNEESE STATE UNIVERSITY LAKE CHARLES, LOUISIANA 70609

REQUEST FOR BID

AN EQUAL OPPORTUNITY INSTITUTION

PHONE: (337) 475-5087 FAX: (337) 475-5082

DATE 07/01/24

BID NUMBER L2500007

PURCHASING CONTACT	PHONE	REQUEST NO.	DEFARTMENT	VENDOR I.D. NO.
Kayla DeVillier		R2500019	Facilities and Plant	000029655

SEE STANDARD TERMS & CONDITIONS TO BIDDERS. VENDOR MUST SIGN AND RETURN BID FORM TITLED "STANDARD TERMS & CONDITIONS TO BIDDERS" WITH BID RESPONSE TO BE CONSIDERED FOR BID AWARD.

**VENDOR:** 

5 .

Return this bid by fax to 337-475-5082; email to purchasing@mcneese.edu, or deliver to McNeese campus, Smith Hall, Room 120, by due date and time for bid to be considered.

		RESPONSE DUE	07	/09/24	Bid	due 0	10:00	AM
No.	Quantity	Description	Unit	Unit I	Price	Exter	sion	$\Box$
		Request for Faxed Bid (FB)						
		**************************************						
		BID PRICES MUST BE INCLUDED DELIVERY CHARGES						
		0, 2025 OF INSURANCE TO INCLUDE COMMERCIAL GENREAL LIABILITY, WORKER'S COMPENSATION AND AUTOMOBILE LIABILITY PRIOR TO DELIVERY OF PRODUCT						
i				<del>.</del>				i.
effe oper Del:	ect until thing date. ivery ne ( )	gned below. I hereby certify that the above bid prices will the goods are delivered if the order is placed within 30 day Validity of this bid is dependent on the following informations ARO/TERMS  deependent on the following informations are designed by the prepaid delivery, F.O.B. to McNeese State University	s aft	er bid			,	
		THIS IS NOT A PURCHASE ORDER		TOTAL		CONT	INUED	

Date\_ Signature .



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		RESPONSE DOE	07,	/09/24 Bid	due @ 10:00 A
No.	Quantity	Description	Unit	Unit Price	Extension
		Request for Faxed Bid (FB)			
1		(Continued)  CONTRACT TERMS: JULY 1, 2024 THROUGH  JUNE 30, 2025. AT THE OPTION OF MCNEESE AND  ACCEPTANCE BY THE VENDOR, THIS CONTRACT MAY  BE RENEWED FOR TWO (2) ADDITIONAL TWELVE-MONTH  TERMS UNDER THE ORIGINAL TERMS AND CONDITONS			
		LOWER BIDDER MAY BE REQUIRED TO SUBMIT SAMPLES FOR APPROVAL PRIOR TO AWARD OF BID.			
1	1	Nursery grade topsoil (Clean/No Roots), to be delivered in fifteen (15) or twenty (20) cubic truckloads. Unit price per cubic yard. ***SPECIFY UNIT PRICE PER CUBIC YARD.***	YDS		
2		Masonry Sand, delivered; Must have no clay or gravel.  **SPECIFY UNIT PRICE PER TON**	TN		
effe oper Deli	ect until the ing date.  very ne ( )	med below. I hereby certify that the above bid prices will be goods are delivered if the order is placed within 30 day Validity of this bid is dependent on the following informations ARO/TERMS  de prepaid delivery, F.O.B. to McNeese State University	's aft	er bid	
		THIS IS NOT A PURCHASE ORDER		TOTAL	CONTINUED

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**VENDOR:** 

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RESPONSE DUE

07/09/24

Bid due @ 10:00 A

		RESPONDE DOE	07/	/09/24		Biq	aue @ 10:00 Ar
No.	Quantity	Description	Unit	Unit	Pri	ce	Extension
		Request for Faxed Bid (FB)					
2		(Continued)					
3	1	Fill/Foundation Sand, delivered in fifteen (15) or twenty (20) cubic yard truckloads. Unit price per cubic yard. ***SPECIFY UNIT PRICE PER CUBIC YARD***	YDS				
		TERMINATION FOR CONVENIENCE: MCNEESE MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION OR NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. TERMINATION FOR CAUSE: MCNEESE MAY TERMINATE THIS AGREEMENT FOR CAUSE BASED UPON THE FAILURE OF CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE AGREEMENT PROVIDED THAT MCNEESE 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 CORRECTED SUCH FAILURE		ain in			
effe oper Del:	ect until tining date. ivery	gned below. I hereby certify that the above bid prices wil he goods are delivered if the order is placed within 30 day Validity of this bid is dependent on the following informs days ARO/TERMS	rs aft	er bid			
All	bids inclu	THIS IS NOT A PURCHASE ORDER		TOTA	L		CONTINUED

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07/09/24

Bid due @ 10:00 AM

			<del></del>	, 00,24		1
No.	Quantity	Description	Unit	Unit	Price	Extension
		Request for Faxed Bid (FB)				
3	must be si	OR, IN THE CASE OF FAILURE WHICH CANNOT BE CORRECTED IN (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SUCH FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN MCNEESE MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE AGREEMENT 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 MCNEESE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED THAT THE CONTRACTOR SHALL GIVE MCNEESE WRITTEN NOTICE SPECIFYING MCNEESE'S FAILURE AND A REASONABLE OPPORTUNITY FOR MCNEESE TO CURE THE DEFECT.	l ren	pain in		
effe	ct until t	he goods are delivered if the order is placed within 30 day	s aft	er bid		
		Validity of this bid is dependent on the following informs	tion:	:		
		_days ARO/TERMS				
Phon All		de prepaid delivery, F.O.B. to McNeese State University				
	THIS IS NOT A PURCHASE ORDER TOTAL					

11177 10 1101 11 101011111 0----

Signature	Date
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#### STANDARD TERMS & CONDITIONS TO BIDDERS FAX #337-475-5082

- PROPOSALS: The proposal must be received by the Purchasing Department, McNeese State University, before the time set for receiving bids. Bids received after the time set will not be considered. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids. Prices must be clear and be written in ink or typewritten, and the ITB AND Terms & Conditions must be signed in ink. Be sure bid number and due date are clearly shown on outside of package or envelope. Please see return address on the face of the bid form.
- STANDARDS OF QUALITY AND ANY ALTERNATE: Any product or service bid shall corform to all applicable Federal ans State Laws and Regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any m anufacturer'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. 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 products specified in the solicitation.

When a Pre-Bid Conference is scheduled, no alternative will be considered unless the above conditions are complied with and the "Request for Approval of Alternate" form is completed and returned. This form will be attached when applicable. Only alternates which are approved and acknowledged by addendum following the Pre-Bid Conference will be considered for award at the bid opening. DO NOT SUBMIT BIDS ON UNAPPROVED ALTERNATES.

The burden of proof of the merit of the proposed substitute is upon the proposer. The Purchasing Director's decision of approval or rejection of a proposed substitute shall be final.

SAMPLES/DESCRIPTIVE LITERATURE: The envelope/package containing samples and/or descriptive literature submitted by mail for consideration at the Pre-Bid Conference must be labeled in accordance with the instructions given on the "Request for Approval of Alternate" form.

When requested, samples submitted will be returned at bidder's risk and expense provided they have not been made useless through tests.

- PRICES: Unless otherwise specified by McNeese in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation.
- **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 within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting McNeese during normal working hours. Written bid tabulations will not be furnished.
- AWARD OF BIDS: McNeese State University reserves the right to award items separately, grouped, or on an all-or-none basis, and to reject any or all bids and waive any informalities incident thereto.
- DELIVERY FAILURE: If the vendor fails to make delivery within the time specified on bid documents or within a reasonable time if no delivery time is specified McNeese reserves the right to cancel the item and to purchase it elsewhere. Any increase in price and/or cost of handling will be charged to the vendor making the original unsatisfactory delivery. Consistent unsatisfactory deliveries will be considered just cause for deleting a vendor from bid lists.
- TERMINATION OF THIS AGREEMENT FOR CAUSE/CONVENIENCE: McNeese may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that McNeese 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then McNeese may, at its option, place the Contractor in default and the Agreement 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 McNeese to comply with the terms and conditions of this agreement, provided the Contractor shall give McNeese written notice specifying McNeese's failure and a reasonable opportunity for McNeese to cure the defect.

McNeese 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.

SOLICITATIONS FOR (MOST) GOODS, NOT SERVICES, INCLUDE THE LOUISIANA PRODUCT PREFERENCE AS STATED BELOW:

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1604, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

Do you claim this Preference? YES\_\_\_\_\_\_ NO\_\_\_\_\_

Specify Line Number(s): \_\_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: \_\_\_\_\_

sheet.)
Do you have a Louisiana business workforce? YES \_\_\_\_\_ NO \_\_\_\_

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? YES \_\_\_\_\_ NO \_\_\_\_

NOTE): If more space is required, include on separate

## IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit; or
- 3. Other documents indicating authority which are acceptable to the public entity.

By signing and returning this document (along with bid), you are certifying compliance with all Terms and Conditions set forth.

Signature & Company Name Date