

SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING DEPARTMENT
Post Office Box 9534
J. S. Clark Administration Annex Building
James J. Prestage Drive
1st Floor East
Baton Rouge, Louisiana 70813

INVITATION TO BID (ITB):
NETWORK MONITORING APPLIANCE AND ACCESSORIES

*Bids will be received at the above office until **10:30 A.M.-JULY 13, 2010** and at that time publicly opened. Bids received after above specified time will be returned **unopened**.*

BID OF: _____

ADDRESS _____
Street/Post Office Box City/State Zip Code

<i>Bids may be mailed to:</i> Southern University Purchasing Department Post Office Box 9534 Baton Rouge, Louisiana 70813	<i>As an alternative, bids may be hand delivered to:</i> Southern University Purchasing Department J.S. Clark Administration Annex Building 1st Floor East James L. Prestage Drive Baton Rouge, Louisiana 70813
---	--

*The undersigned certifies that he or she has (or they have) carefully examined the **Instructions to Bidders, the General Conditions and specifications** hereto attached and made part thereof, and agreed to comply with such instructions. The undersigned proposes to furnish any and all items hereto attached upon which prices are requested at prices as stated for each item.*

Bidder: _____
Company's Name

By: _____
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)

Date _____

Telephone Number () _____

Fax Number () _____

BID NUMBER 10053

BID NO. 10053

**SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING OFFICE**

**Post Office Box 9534
Baton Rouge, Louisiana 70813
Telephone: (225) 771-4580
FAX: (225) 771-2026**

Date _____

EXECUTION OF BID MUST BE SIGNED IN INK

In compliance with the request for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within **thirty (30) days** from the date of bid opening, to furnish any or all the items upon which prices are quoted, at the price set opposite each item. Completion time shall be _____ consecutive calendar days after Purchase Order, Notice to Proceed and/or Executed Contract is issued.

Any bid (**Construction Only**) submitted in the amount of fifty thousand dollars (\$50,000.00) or more, the Contractor shall certify that he/she is licensed under **R.S. 37:2150-2173** and show his/her license number on the outside of the bid envelope.

Evidence of authority to submit the bid shall be required in accordance with **R.S. 38:2212 (A) (2)(C) and/or R.S. 39:1594(C)(2)(D)**.

BIDDER _____

BY _____
Signature Authority: In Accordance with R.S. 38:2212 (A)(1)(C) and/or R.S. 39:1594 (C)(2)(D)

Title _____

Address _____
Street/Post Office Box City State Zip Code

Telephone/Fax Number(s) _____

State License Number _____

In Accordance with R.S. 37:2150-2173

THE ITEMS ON THIS PROPOSAL ARE TRANSPORTATION CHARGES PREPAID TO
SOUTHERN UNIVERSITY-BATON ROUGE, LOUISIANA 70813

Network Monitoring Appliance & Accessories

<i>Item</i>			<i>Unit</i>	
<i>No.</i>	<i>Quantity</i>	<i>Description</i>	<i>Price</i>	<i>Amount</i>
1	1 each	DC1000 WL Base w/500 RNA Lic Sourcefire Defense Center appliance that comprises of Management Console that is the “nerve center” of the whole system. This appliance correlates attacks with real- time network and user intelligence and centrally manages security and operational functions. The main features of this system are: (1) Aggregation and Monitoring Intrusion Events (2) Detection Policy Management (3) Sensor Management & Network Health Monitoring (4) Reports, Alerts and Dashboards (5) Packet Level Forensics (6) Automated System Maintenance (7) Network Discovery, Event Correction, IPS, etc.	_____	_____
2	1 each	SPPT – DC1000 & RNA 500 – GLD 5YR Warranty period of five (5) years Warranty period to cover the replacement of the product in case of damage with no cost. In addition, it covers any software updates and patches	_____	_____
3	1 each	SourceFire SF 3D2100 w/IPS FO QPC Sourcefire 3D Sensors are purpose-built network security appliances. This appliance will be deployed to protect all areas of the network—the perimeter, the DMZ, the core, and critical internal network segments. The plug-and-protect nature of 3D Sensors with Sourcefire IPS (Intrusion Prevention System) enables department to easily install and	_____	_____

*Network Monitoring Appliance & Accessories**Page 2*

configure their IPS with minimal effort and training. With limited IT security resources, the process of tuning an IPS can be fully automated to ensure that each IPS is continuously optimized to protect network environment

4 1 each

*Support for SF 3D2100 w/IPS FO QPC 5YR _____
Warranty covers above item for any upgrades,
patches, parts, replacements over the warranty
period*

VENDOR NOTE CAREFULLY:

*We may indicate stock and/or model numbers as a guide, but we will consider an approved equal. If not bidding as specified, we'd like to have vendors' complete description and/or specifications of item(s). **Failure to submit manufacturers' specifications for comparison and awarding purposes will result in rejection of bid.***

ALL INQUIRIES SHOULD BE MADE VIA FAX/EMAIL/MAIL, FIVE (7) CALENDAR DAYS PRIOR TO BID OPENING. INQUIRIES SHOULD BE ADDRESSED TO MRS. LINDA A. ANTOINE, DIRECTOR OF PURCHASING.

GENERAL TERMS & CONDITIONS

BIDDERS MUST COMPLY WITH ALL REQUIREMENTS ON THESE PAGES.
THESE PAGES SHOULD BE RETURNED WITH BID(CONFIRMATION THAT
YOU ARE COMPLYING WITH ALL REQUIREMENTS STATED ON SHEETS)

SOUTHERN UNIVERSITY-BATON ROUGE

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date. Beginning at that time, bids will be publicly opened and read in the Conference Room-1st Floor East of the J.S. Clark Administration Annex Building, or another designated area.

Bids should be mailed to:

**Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813**

As an alternative, bids may be hand delivered to:

**Southern University
Purchasing Department
1st Floor East-James L. Prestage
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813**

Bids submitted are subject to provisions of La.R.S.39:1551-1736; Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Bid.

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

- (1) Bid containing 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 Bid 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. Special Envelope

Bidders are requested to submit bid package in the (blue) special envelope provided, or an envelope of your choice that is clearly marked identifying the company's name, **complete address, bid number, time of bid opening and the scheduled opening date.**

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

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 should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

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.

Initialed by: _____

General Terms & Conditions

Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

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 thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

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 purchase/release 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 and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly 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.

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 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 has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

14. 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 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."

15. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

16. Order of Priority

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

Initialed by: _____

General Terms & Conditions

17. **Applicable Law**

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

18. **Equal Opportunity**

By submitting and signing this bid, 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.

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.epl.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 supervision 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 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.

22. **Bidder Inquiries**

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by Linda A. Antoine, Director of Purchasing, will be considered as valid. Likewise, the University will only consider communication from bidders, signed and in writing, to the **Purchasing Department, Post Office Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine.** Please note that all inquiries sent via mail/fax/email should be sent (7) calendar days prior to bid Opening unless otherwise specified.

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, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa

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, any subcontractors, or principals thereof is in accordance with said compliance.

United States Department of Labor website: www.dol.gov/esa

☒ 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 <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

All bid specifications can be obtained by using the website www.doa.la.gov/osp (click on LaPac).

Initialed by: _____

26. Signature Authority

In accordance with L.R.S. 39:1594 (ACT 121), the person signing bid must be:

1. *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*
2. *An individual authorized to bind the vendor as reflected by a corporate resolution, a Certificate or Affidavit; or*
3. *Other documents indicating authority which are acceptable to the public entity.*

Company _____

By (name printed) _____

Signature _____

Signature Authority: In accordance with R.S. 39:1594

Address _____
Street/Box Number _____ **City/State/Zip Code** _____

Telephone Number () _____ **Facsimile ()** _____

NOTE: By accepting a purchase order resulting from this Invitation to Bid, non-resident firms certify that they have paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privilege taxes, sales taxes and all other taxes for which they are liable to the state and its political subdivisions.

Initialed by: _____

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ _____	☐ Exempt from backup withholding
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.

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

Social security number								
			+					
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 ▶
------------------	-------------------------------	--------

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.

U.S. person. 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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, as may be required by the Southern University. The policies or certificates thereof, shall provide that thirty (30) days prior to cancellation notices of same shall be given to Southern University 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. **Workers' 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 coverages:
 - 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 and Agricultural & Mechanical College 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 coverages. Insurance must be from a company with an A.M. Best's rating of 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"

INDEMNIFICATION**EXHIBIT "A"**

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
(Contractor/Subcontractor/Lessee/Supplier).

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act of omission of

_____, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees
(Contractor/Subcontractor/Lessee/Supplier)

incurred by _____ as a result of any claims, demands, and/or causes of
(Contractor/Subcontractor/Lessee/Supplier)

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, 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. _____ for SOUTHERN UNIVERSITY

PURPOSE OF CONTRACT: NETWORK MONITORING APPLIANCE & ACCESSORIES

SPECIAL CONDITIONS
BIDDER'S CERTIFICATION OF EEOC AND ADA COMPLIANCE

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, 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.

R.S. 39: 1594 (Act 121)

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).

"Signature Authority: In accordance with L.R.S. 39:1594 (Act 121) the person signing the bid must be:

1. 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
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above."

VENDOR PREFERENCES

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ No _____

SPECIFY ITEM NUMBER(S)

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

SPECIAL CONDITIONS**Tax Information/State of Louisiana**

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.

BID BOND

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 and A & M College, must accompany each bid.

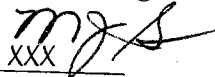
If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by a Louisiana domiciled insurance company with at least an A-rating 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 _____

No

XXX

**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 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 and the State of Louisiana.

REQUIRED:

Yes _____

No

XXX

